

**NETWORK AND INFORMATION TECHNOLOGY SERVICE CONTRACTOR  
AGREEMENT**

THIS NETWORK AND INFORMATION TECHNOLOGY SERVICE CONTRACTOR AGREEMENT ("Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Sophicity**, hereinafter referred to as "Contractor," and the **City of Tontitown, Arkansas**, an Arkansas municipal corporation, hereinafter referred to as "City" or "Tontitown". Tontitown hereby contracts with Contractor to provide services as set forth herein pursuant to the terms set forth herein.

**SECTION ONE  
DUTIES OF CONTRACTOR**

Contractor shall provide to Tontitown network engineering services for network, computer and information technology services (the "Services") maintenance and emergency needs for the Tontitown City Administration, Public Works Department, Water Department, Police Department, and Fire Department. Contractor accepts this authority, duties, and responsibility and agrees to faithfully perform the Services reasonably associated with the operation of city network and information systems with all due diligence. Contractor's Services, among others, shall be as follows:

a. Phone, Remote and Onsite Support. Contractor shall provide 24/7 phone support, as needed by Tontitown. Contractor shall also provide remote support to diagnose and repair problems associated with the Services and shall provide onsite support for Services as required for hardware failures and diagnostic support and repair of all installed software.

b. Provided Services. Contractor shall deploy all updates including patches needed to three (3) servers and approximately seventeen (17) workstations and three (3) tablets; provide monitoring of internet service; manage antivirus applications and remove spyware or malware as needed; monitor health on three (3) servers and approximately seventeen (17) workstations; review local backup logs for onsite backups; apply all Microsoft critical updates as needed; apply Bios updates required for proper machine operations; provide backup of network configurations; update all users to allow network sign-on within the network support fax and photocopier applications.

c. Support, Diagnose and Repair Services. As a part of this Agreement, Contractor shall provide the services listed in Exhibit "A" attached here to as well as technical support, diagnosis and repair services for hardware systems and software applications in Tontitown, including but not limited to:

Windows, Adobe; APC Battery Backup Systems Backup Applications; Arkansas Department of Information Systems; Sophos End Client; Police Body Cams, BPMS Backflow Control; Camera Systems; CSA-Centerpoint Accounting Software, CJIS Certified; CopTrax; Crimestar; Chrome; DVR; Email Accounts (Godaddy or provider); Firehouse; Firewall (vendor support); Foxfire; Google

Earth; HP servers; iPad Support; iPhone support; Malwarebytes; Microsoft Windows Server; MSOffice365; Password Resets for all applications; Phone Systems (support); Poe Switches (support); QuickBooks; Routers; SCADA; support Scanners and Printers; Sharpdesk; SnagIT; Softwater Billing, Sophos Firewall and Endpoint, Stalker Body Cams Application; Stalker Application Dashboard; Surface Pro; Switches; TeamViewer; TV monitor systems; Veritas; Virtual Justice Solutions; VLAN; and Wi-Fi.

Router, Phone, Switch and Firewall are supported by other vendors, but Contractor shall provide support as needed.

d. Administrator Rights. For the term of this Agreement, Contractor shall have Administrator rights and passwords and shall likewise allow the appropriate city personnel as determined by the Mayor of Tontitown to have access to the same. Contractor is further permitted the authority to connect to and access Tontitown network and computer systems to connect, perform maintenance, diagnose and otherwise render the Services set forth in this Agreement.

e. Contractor shall draft policies and best practices that address information security risks and assist with Legislative Audit and ACIC Compliance to be approved by Tontitown.

f. Contractor will assist in Open Records requests and provide Tontitown with Microsoft Office Professional Plus along with 50GB of mailbox storage per user.

g. Contractor will provide unlimited offsite video storage to meet state record retention policies as well as unlimited offsite data backup for disaster recovery after a major incident or natural disaster as well as real time monitoring to quickly address data backup issues and quarterly testing to verify disaster recovery.

h. Upon request, the Contractor will provide a website with a custom design for the City.

i. Hourly Billing. Any hourly billing must receive the approval of the Mayor of Tontitown or his designee prior to services being performed.

## **SECTION TWO RESPONSIBILITIES OF TONTITOWN**

In addition to the payment responsibilities set forth in Section Four (4) below, Tontitown shall be responsible for the following:

a. License, Subscription, Hardware and Software Fees. Tontitown shall be responsible for all license, subscription and hardware purchases (including hardware accessories) and software fees. Such purchases fees or purchases must receive the prior approval of the Mayor of Tontitown or his designee, and when approved, shall be billed to Tontitown.

b. Cooperation. Tontitown shall cooperate and assist Contractor with proper and timely responses to requests for information and assist with Contractor's requests necessary in the performance of the Services.

c. Acknowledgement. Tontitown acknowledges that other than gross or willful misconduct or negligence of the Contractor, the Contractor shall have no responsibility or liability for any loss, damage, destruction, harm or corruption that may arise from or be related to the Services, including data storage. Tontitown represents that all software on its network system or computers is properly licensed, and Tontitown further acknowledges that all warranties related to hardware or software used or sold by Contractor shall apply to those hardware or software manufacturers or producers, and not the Contractor. Further, it is acknowledged that no data transmission over the internet can be guaranteed to be 100% secure or free from unauthorized intrusion. The Contractor shall use its best efforts, however, to make sure that Tontitown network and computer systems are secure and free from unauthorized intrusion.

d. Passwords. Tontitown and its officers, employees and agents shall be responsible for maintaining the confidentiality and integrity of passwords and account information received from the Contractor, and are responsible for all activations that occur using passwords or account information assigned by the Contractor.

e. Punitive Damages Waiver. In no event shall Contractor or its officers, employees or agents be liable for indirect, special, incidental, consequential, exemplary or punitive damages, regardless of the cause of action. Further, in no event shall the total liability to the Contractor from the aggregate of any damages claimed exceed the greater of the amount paid by Tontitown for the Services in accordance with this Agreement.

### **SECTION THREE TIME FOR PERFORMANCE**

Contractor shall provide the Services listed each month until the termination of this Agreement in a timely and reasonable manner.

### **SECTION FOUR PAYMENT**

a. Amount of Compensation. For all services to be performed by Contractor pursuant to the duties set out in this Agreement, Contractor shall be paid as compensation the annual sum of 34,898.90 to be paid in advance equal monthly installments on the 10<sup>th</sup> day of the month. Beginning in January, 2021 fees will adjust annually in accordance with the Bureau of Labor Statistics of the U.S. Department of Labor for the change in Consumer Price Index (<http://www.bls.gov/cpi/>) All Urban Consumers (CPI-U) or by 3%, whichever is higher.

b. Late Payments. Payments received by the Contractor after the 10<sup>th</sup> day of the month may be considered late, a reasonable and commercially appropriate late fee may be applied. The failure of Tontitown to make a monthly payment shall excuse the performance of the Contractor until such all payments are provided and current unless there is a dispute with the invoice and such dispute has been brought to the attention of the Contractor for resolution prior to the 10<sup>th</sup> day of the month.

## **SECTION FIVE TERM**

This Agreement will become effective on the date of signing by both parties and shall remain in force until terminated by either party. Both Contractor and Tontitown shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other of the intention to the terminate this Agreement.

## **SECTION SIX INSURANCE**

During the Term, Contractor shall, at its sole cost and expense, procure and maintain the following insurances coverages, and shall provide evidence of such coverage to Tontitown upon request:

- a. Workers Compensation to the extent applicable and required by law.
- b. Commercial General Liability. Contractor shall obtain comprehensive or commercial general liability insurance written on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including personal injury, automobile liability, owner's protective, and broad form property damage liability.

It is acknowledged and understood that Tontitown enjoys or otherwise be covered by various immunities, including by not limited to statutory, tort, sovereign, qualified or legislative immunity. Nothing in this Agreement is intended to abrogate or otherwise alter that status or these immunities.

**SECTION SEVEN  
MISCELLANEOUS PROVISIONS**

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

b. Binding Agreement. This is a personal service contract and cannot be assigned entirely or in part by Contractor.

c. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and personally delivered, delivered through email transmission or sent by United States Mail or overnight delivery to Contractor's place of business or to the Tontitown City Hall.

d. Waiver of Breach. The waiver by either party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

e. Severability. If any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the State of Arkansas or the United States of America, as construed or enforced, such contravention or invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, the validity of the remaining portions or provisions not being affected thereby, and the rights of the parties hereto shall be construed and enforced accordingly.

f. Modification. No modification or amendment of any of the terms, conditions or provisions of this Agreement may be made unless by written agreement signed by the parties hereto.

g. Construction of Agreement. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the singular form of pronoun shall be construed to include the plural and the plural the singular where the number of the parties and the context indicates that intent. Likewise, the use of the masculine gender shall include the feminine.

h. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

i. Governing Law. This Agreement must be construed in accordance with and governed by the laws of the State of Arkansas applicable to agreements made and to be performed wholly within such jurisdiction, without regards to the conflicts of laws provisions thereof.

j. Choice of Forum, Venue, and Consent to Jurisdiction. Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

**SECTION EIGHT  
INDEPENDENT CONTRACTOR STATUS**

Contractor and Tontitown intend Contractor to be an independent contractor in the performance of the duties set forth above. Contractor will have the right to control and determine the method and means of performing the duties set forth above.

Contractor, as an independent contractor and at his own expense, will provide all equipment, tools necessary to perform the contractual services, however Contractor shall be permitted, upon the approval of the Mayor, to use city equipment when necessary. Contractor shall be responsible for the payment of all taxes and withholdings attributable to the Contractor.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

CITY OF TONTITOWN, ARKANSAS

By: \_\_\_\_\_  
Paul Colvin, Jr., Mayor

Attest:

\_\_\_\_\_  
Rhonda Ardemagni, Recorder-Treasurer

CONTRACTOR

By: \_\_\_\_\_

# Exhibit A

## IT IN A BOX AGREEMENT

This **AGREEMENT** ("Agreement") is entered into by and between Sophicity ("Sophicity") and the City of Tontitown, AR ("Client"). This Agreement will become effective on the date of signing by both parties and shall remain in force until terminated by either party. Sophicity or Client may terminate this agreement by sending **thirty (30) days** notice of non-renewal to the other party.

### GUARANTEE

- **Love I.T.** If we don't meet your expectations, then cancel the service!
- **Flat monthly fee.** No hourly charges. Predictable!
- **No upfront project fees.** Onboarding, equipment, & setup included!
- **Flexible.** Increase or decrease your number of users any time!
- **Proven.** Tailored for cities!



**Services.** Sophicity agrees to provide to Client the **IT in a Box** product offering consisting of the services ("Services") outlined on page 4 of this Agreement. Support does not include custom developed software. If client does not have valid software licenses, media, and active vendor support agreements in place, Sophicity will not provide support for the software or hardware.

**Compensation.** Client shall pay compensation to Sophicity for the Services to be provided hereunder at the rate of the Client's current month's subscription level. The Client's subscription level at signing is outlined on page 5 of this Agreement. Changes to the Client's subscription level must be provided in writing or email by Client to Sophicity. Fees are billed in advance on a monthly basis. The initial month will be prorated. Future months will be billed on the 20th of each month for the upcoming month and will be due and payable on the 1st of every month. Fees will adjust annually each January 1st in accordance with the Bureau of Labor Statistics of the U.S. Department of Labor for the change in Consumer Price Index (<http://www.bls.gov/cpi/>) All Urban Consumers (CPI-U) or by 3%, whichever is higher.

**Expenses.** Client shall reimburse Sophicity for out-of-pocket expenses incurred by Sophicity in the discharge of its obligations under this Agreement. The following travel expenses from Sophicity's offices will be billed to Client: mileage at the IRS approved rate and actual out of pocket travel expenses incurred including reasonable hotel, car rental, meals, and air fare. Expenses incurred by third-party vendors will be paid by Client.

**Confidentiality.** "Confidential Information" of Sophicity or the Client means any nonpublic, proprietary information or technology used in each party's respective business, and any materials evidencing the same, including, without limitation, certain business and financial information, concepts, flow charts and trade secrets concerning their respective business, operations and assets. "Confidential Information" also includes any information the disclosure of which is limited by state or federal law including, but not limited to, the Arkansas Freedom of Information Act. Unless approved in advance in writing or is required to be disclosed by a government agency, by court order, by subpoena or by law, neither Sophicity nor the Client, nor any of their respective employees, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to third parties (other than representatives of either party, and only after such third parties have been approved in writing by the party whose Confidential Information will be disclosed, and have acknowledged in writing the binding effect of these restrictions). Each party to this Agreement will notify in writing the other party to this agreement of any request, requirement, subpoena or court order to disclose Confidential Information of the other party. The party that regards such information as Confidential Information shall be responsible for seeking a protective order or such other appropriate remedy at law or equity as will protect the information.

**Intellectual Property.** Unless otherwise agreed to in a signed written document that discusses the relevant intellectual property in a specific and detailed manner, any and all Inventions (defined below) and Works Made for Hire (defined below) made, generated or conceived by Sophicity at any time during the term of this Agreement that relate directly to this Agreement and the products and/or Services which Sophicity is providing to Client hereunder, whether alone or with the assistance of others, whether or not made,

generated or conceived during normal business hours, and whether or not this Agreement is terminated for any reason, shall be owned solely by Sophicity, and Client hereby irrevocably agrees to assign and transfer, and Client automatically assigns and transfers, at the time of creation of such Inventions and Works Made for Hire, without any requirement of further consideration, to Sophicity all of Client's right, title and interest in and to any and all such Inventions and Works Made for Hire (if any). Upon Sophicity request, Client will promptly (a) execute, acknowledge and deliver any requested instruments, affidavits and documents of assignment and conveyance, (b) obtain and aid in the enforcement of copyrights and patents with respect to the above-described Inventions and Works Made for Hire in any countries, (c) provide testimony in connection with any proceeding affecting the right, title and interest of Sophicity in any of the above-described Inventions and Works Made for Hire, and (d) perform any other acts deemed necessary or desirable by Sophicity to carry out the purposes of this section, including giving full and proper effect to the foregoing assignment and enabling Sophicity to obtain patent, copyright or any other form of intellectual property protection in any countries. The foregoing obligations shall survive the termination, for any reason, of this Agreement. For purposes of this section, "Inventions" means any and all discoveries, improvements, innovations, ideas, formulae, devices, systems, software programs, processes, products and any other creations similar thereto, and "Works Made for Hire" means any and all "work made for hire," as that term is defined in Section 101 of the United States Copyright Law, Title 17 of the United States Code, as amended.

**Non-Solicitation; Non-Circumvention.** Client agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, whether such termination is voluntary or involuntary, with or without cause, Client will not, without Sophicity's prior written consent, either for themselves or any person or entity, solicit, recruit, hire or attempt to solicit, recruit or hire, directly or indirectly, any employee, subcontractor or others who were hired to perform services for Client through Sophicity, or who are performing services for Client through Sophicity at the time of any such occurrence, and whom Client has material contact during any such engagement, for the purpose of encouraging such person to leave or to refrain from employment with Sophicity. All Services must be coordinated through Sophicity, and all compensation due and payable for the Services of any and every kind must be remitted to Sophicity directly.

**Limitation of Liability.** Except in the case of intentional, willful or wanton conduct, Sophicity will not be liable to Client for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits, lost savings, loss of data or other information for the provision of products or services under this agreement, even if a Sophicity representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in the state of Arkansas. Except in the case of intentional, willful or wanton conduct, Sophicity's aggregate liability shall be limited to the amount Client has paid for contracted services during the last three (3) months. Under no circumstances, to the fullest extent permitted by Arkansas law, shall Sophicity's total liability to Client exceed one million dollars per occurrence and two million dollars general aggregate, less the deductible.

**Force Majeure.** Any delay in or failure of performance by Sophicity under this Agreement will be excused (and will not constitute default hereunder or give rise to any claims for damages), if such delay or failure is caused by "Force Majeure." As used in this Agreement, the term "Force Majeure" means war, mobilization, revolution, civil commotion, riot, act of terrorism, strike or lock-out, flood, hurricane, similar storm or other action of the elements, act of GOD or the public enemy, failure of subcontractors or vendors to complete work as promised (provided that such failure was due to an event or circumstance that would have been a Force Majeure if it had been experienced directly by Sophicity), and any other cause which is beyond the reasonable control of Sophicity.

**Relationship.** The parties acknowledge that Sophicity shall perform the Services hereunder as an independent contractor and nothing contained herein shall be deemed to create any joint venture, partnership, or agency or employee relationship between the parties hereto, nor shall either party have the right, power, or authority whether express or implied, to incur any liability on behalf of the other party. The parties further acknowledge that Client will have no obligation whatsoever to provide any employee benefits or privileges of any kind or nature to Sophicity, its agents, employees, or subcontractors, including, without limitation, insurance benefits or pension benefits. Further, Sophicity acknowledges that Client is not responsible to collect or withhold federal, state, or local taxes, including income taxes and social security taxes, and that any and all such taxes imposed as a result of this Agreement shall be paid by Sophicity.

**Third Party Beneficiaries.** This Agreement was drafted for the benefit of the parties to this Agreement only. No other parties other than Sophicity and Client have any legal rights under this Agreement, and no other parties other than Sophicity and Client may rely on the provisions of this Agreement.

**Notice.** Any notice to be provided hereunder shall be delivered by certified mail, return receipt requested, or by reputable overnight courier to the following addresses: Sophicity 5815 Windward Pkwy Suite 302 Alpharetta, GA 30005 and City of Tontitown AR, 235 E. Henri de Tonti Blvd, Springdale, AR 72762.

**Entire Agreement.** This Agreement embodies the complete agreement of the parties and supersedes any other agreements, written or oral, between the parties. No amendment or modification of this Agreement shall be valid or binding upon Client or Sophicity unless made in writing and signed by the parties.

**Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Non-waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the state of Arkansas without regard to Arkansas's conflict of law provisions.

**Binding.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns. Neither party may assign without prior written consent of the other party.

**Captions.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Clause or provision hereof.

# IT in a Box

A complete IT solution for city governments.

## *Cybersecurity and Computer Maintenance*

IT in a Box guards against cyberattacks by keeping your computers patched, protected, and healthy. Includes always-on monitoring and alerting for issues, enterprise-class antivirus protection, automated computer maintenance, and ongoing software patching to keep you secure.

## *24x7 Helpdesk*

IT in a Box's U.S. based helpdesk provides cities both remote and onsite support. You will talk to senior IT engineers with many years of experience supporting municipal staff and applications. Available 24x7x365, our helpdesk supports your municipal staff in the office, working from home, and on the road.

## *Data Backup and Disaster Recovery*

Onsite data backup for quick recovery after events like a server failure. Unlimited offsite data backup for worst-case scenario recovery after a major incident like a natural disaster. Real-time monitoring to quickly address data backup issues and quarterly testing to verify your disaster recovery.

## *Records / Document Management and Email*

Software and policies to protect your city records, documents, and email. Reliably archive, retain, access, and delete information according to your record retention schedules—and we even help you process Open Records Requests. Also includes Microsoft Office Professional Plus and city email with 50GB of mailbox storage for each user.

## *Video Archiving*

No more buying additional expensive storage for video. We provide unlimited offsite video storage to meet state record retention policies. As your squad car and body camera video continue to grow at a rapid pace, your storage costs do not change.

**Who guarantees IT services based on your expectations?**

**WE DO!**

## *Our GUARANTEE*

- > **Love I.T.** If we don't meet your expectations, then cancel the service!
- > **Flat monthly fee.** No hourly charges. Predictable!
- > **No upfront project fees.** Onboarding, equipment, and setup included!
- > **Flexible.** Increase or decrease your number of users any time!
- > **Proven.** Tailored for cities!

## *Policy and Compliance*

We help you adopt best practices and policies that address information security risks and assist with audits. By making sure your staff is knowledgeable and prepared, we help your city comply with the law and lessen your risk of falling victim to the latest external and internal threats.

## *Website*

We provide you a modern website with a custom design that will reflect your community well online. To save you time, submit your website updates to us and we will post them for you.

## *Vendor Management and Procurement*

No more frustrating calls with vendors. We've got it! Issues with your software or hardware vendor? Call us for support. Need a new computer? Call us and we'll procure it.



THE TABLE BELOW OUTLINES THE FEES PER THE RESPONSIBILITIES DETAILED ABOVE.

ONBOARDING FEES				
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
ITnB-Onboarding	IT in a Box onboarding, setup, deployment, and expenses.	1	\$1,000.00	\$1,000.00
ITnB-Discount	IT in a Box discount. Refer to the message below. <sup>1</sup>	1	-\$1,000.00	-\$1,000.00
<b>Message:<sup>1</sup></b>	AML Onboarding Discount.		<b>Onboarding Fee</b>	<b>\$0.00</b>

MONTHLY FEES				
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
ITnB-Gold-015	IT in a Box Gold coverage for 15 PCs and 4 Servers providing Cybersecurity & Computer Maintenance, 24x7 Helpdesk (onsite & remote), Data Backup & Disaster Recovery for 4 Servers, Records/Document Management, Email, Microsoft Office, Video Archiving, Policy & Compliance, Website, and Vendor Management & Procurement.	1	\$2,974.00	\$2,974.00
ITnB-Silver-Server	IT in a Box Silver coverage per server providing Cybersecurity & Server Maintenance, 24x7 Helpdesk (remote), and Vendor Management & Procurement.	1	\$111.43	\$111.43
ITnB-Silver-PC	IT in a Box Silver coverage per PC providing Cybersecurity & Computer Maintenance, 24x7 Helpdesk (remote), and Vendor Management & Procurement.	6	\$72.04	\$432.24
ITnB-Email	IT in a Box email coverage per individual. Email includes 50GB of mailbox storage, Outlook support, rich Browser Access (Outlook Web Access), rich Mobile Access (ActiveSync), shared calendars and contacts, anti-malware, and anti-spam.	27	\$8.70	\$234.90
ITnB-Discount	IT in a Box discount. Refer to the message below. <sup>2</sup>	1	-\$844.33	-\$844.33
<b>Message:<sup>2</sup></b>	22.5% AML Member Discount for the first 12 months.		<b>Fee/mo</b>	<b>\$2,908.24</b>
<b>Assumptions:</b>	If the number of servers, PCs, or devices change, the price will adjust accordingly on a monthly basis.		<b>Fee/yr</b>	<b>\$34,898.90</b>

SIGNATURES

**Signature:**

**Email:** mayor@tontitownar.gov

**Title:**

**Company:**

**Signature:**

**Email:** sales@sophicity.com

**Title:**

**Company:**