

PASSION, CREATIVITY, & TEAMWORK



RIVERSIDE TECHNOLOGIES, INC.

748 North 109th Court
Omaha, NE 68154

Managed Services Agreement – Help Desk



believe... achieve... succeed

Sioux City Community Schools

627 4th Street
Sioux City, IA 51101

Terms of Agreement

This Agreement between **Sioux City Community Schools**, herein referred to as “Company,” and Riverside Technologies, Inc., herein referred to as “RTI,” **is effective upon the date signed, shall remain in force for a period of 10 months from August 1, 2021 – May 31, 2022**, and will be reviewed quarterly to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will be reviewed and amended in writing upon 90-day notice. An example of this would be an increase in number of calls/tickets by greater than 20%. The Agreement may be terminated at any time by either party upon 90-day written notice in accordance with the provisions set forth herein.

If either party terminates this Agreement, with appropriate notice as set forth above, RTI will assist Company in the orderly termination of services, including timely transfer of the services to another designated provider. Company agrees to pay RTI the actual costs of rendering such assistance.

If you decide to discontinue your relationship with RTI or become an inactive customer, we will adhere to the confidentiality policies and practices as described in this notice.

Fees and Payment Schedule

Fees will be **\$6,000 per month**, invoiced to Company on a monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendices A and B for services covered by the monthly fee under the terms of this Agreement.

It is understood that any and all Services requested by Company that fall outside the terms of this Agreement will be considered Projects, which will be quoted, approved by authorized personnel, and billed as separate, individual Services.

Notice

All notices, requests, and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served, emailed, or served by facsimile to the party to whom notice is to be given. If notice is mailed: it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered, or certified postage prepaid and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

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Taxes

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. Company shall pay any such taxes unless a valid exemption certificate is furnished to RTI for the state of use.

Coverage

Level 1 / 2 Help Desk for Company will be provided by Riverside Technologies, Inc. between the hours of 7:00 A.M. – 7:00 P.M. CST, Monday through Friday, excluding federally recognized holidays..

Limitation of Liability

RTI shall not be liable to Company for direct damages greater than the amount or price payable hereunder for its services. Further, RTI shall not be liable to Company for any special, indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

In no event shall RTI be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Excluded Services

Service rendered under this Agreement **does not** include:

- Parts, equipment, or software not covered by vendor/manufacturer warranty or support
- The cost of any parts, equipment, or shipping charges of any kind
- The cost of any software, licensing, or software renewal/upgrade fees of any kind
- Anti-malware, antivirus, software updates, and management software
- The cost of any 3rd party vendor or manufacturer support or incident fees of any kind
- The cost to bring the Company environment up to minimum standards required for services
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors
- Maintenance of application software packages, whether acquired from RTI or any other source, unless otherwise specified in Appendix B
- Programming (modification of software code) and program (software) maintenance, unless otherwise specified in Appendix B
- Training services of any kind

Reimbursement for Supplies

On occasion, RTI may need to purchase spare parts, other equipment, supplies, accessories, or software; in that case, Company shall be responsible for and agrees to reimburse RTI for all such costs or expenses incurred under this project. No purchases will be made without prior approval from Company.

Company Warranty Regarding Software Licensing

Company warrants that all software it provides to RTI for installation, configuration, or use in any way, has been legally obtained and is properly licensed. Company further warrants that it has legally purchased a sufficient number of copies of such software and that it has not violated any licensing laws.

RTI has no knowledge regarding licensing of software provided to it by Company, and Company indemnifies RTI for any installation, configuration, or use of such software. Company understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software.

Company will provide all software installation media and key codes in the event of a failure.

Relationship

RTI provides Services to Company hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

Non-Solicitation of Employees

Company acknowledges that RTI has a substantial investment in its employees that provide Services to Company under this Agreement and that such employees are subject to RTI's control and supervision. In consideration of this investment, Company agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving RTI's written consent.

Confidentiality

RTI and its agents will not use or disclose Company information, except as necessary for or consistent with providing the contracted services, and will protect against unauthorized use.

Authorization

Company acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind Company to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Company.

Governing Law

Any controversies arising out of or relating to this Agreement or the interpretation, performance, or breach thereof shall be settled in Nebraska. Judgment upon any award rendered may be entered and enforced in any court having jurisdiction. This constitutes the entire Agreement between Company and RTI for the monitoring/maintenance/service of all equipment listed in Appendix B.

Nebraska law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

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

Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in Appendices A and B. RTI must deem acceptable any equipment/services Company may want to add to this Agreement after the effective date. The addition of equipment/services not listed in Appendices A or B at the signing of this Agreement, if acceptable to RTI, shall result in an adjustment to Company's monthly charges.

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:

Name – Riverside Technologies, Inc.

Date

Name – Sioux City Community Schools

Date

Appendix A

Observation / Documentation of the Existing Company Process

RTI will obtain Company's existing process of Help Desk operations.

This is assumed to be a combination of documentation provided by Company, observation of the process, and training by Company if necessary in certain cases:

- RTI will develop a process that mirrors Company's process to the best of its ability given RTI's environment outside of Company.
- RTI will note differences if any and get approval from Company to allow.
- RTI will produce a final document based on the above with additions as necessary. Subject to approval by Company.

Definition of Hardware / Software Requirement

RTI will need a definition from Company regarding systems that need to be connected or accessed by RTI:

- This should include any telephony configuration needs as well as connections to internal tools deemed necessary by Company to perform the function.
- Includes any network connections needed as well as user accounts and access to software such as ticketing solutions, software to be supported, etc.
- RTI assumes no new hardware will be required to implement the solution for Company.
- RTI assumes no new software will be required to implement the solution for Company.
- If it is determined and agreed upon by RTI and Company that additional hardware or software is required, both parties will determine the costs / charges assumption.

List of Software and Hardware to be Supported

Software Programs: To be provided by Company

Level of Support to be Provided for Listed Products

Level of support is defined as 1st level and 2nd level access and usage.

- Examples: how to log in, how to copy a file, how to connect to wireless.
- This will be the general guideline. Anything judged to be outside of this definition is to be reviewed and approved by RTI and Sioux City Community School District for inclusion or exclusion.

Service Levels

- Average Speed of Answer – Less than 2 minutes
- Average Documentation Rate – 95% or higher

Resources to Provide Service Level

- RTI commits to fulfilling the agreed-upon service level with a mix of resources determined by workload and assigned at RTI's discretion.
- Calls/emails that involve support outside of what is defined in this scope will incur additional charges based on total volume and proportionate to costs for defined calls/emails.

Hours of Support

7:00 A.M. – 7:00 P.M. CST, Monday through Friday, excluding federally recognized holidays.

Training

RTI will provide/attend training as needed to make sure RTI technicians and Company technicians are in sync and proficient to provide the defined level of service.

RTI will facilitate training with current Company Help Desk staff and management to ensure that each party is clear on responsibilities and performance expectations.

Company will provide all training materials that they have available to RTI.

RTI will work with Company to prepare functional examples of the software to be supported. This could be physical machines or VDI. Company will provide licensing for copies of software to be used.

Reporting of Call Tickets

RTI will use the ticketing system used by Company but will also keep call system analytics of its own. RTI can provide standardized reporting for metrics deemed necessary to demonstrate performance compliance as well as information regarding most common issues.

Project Management Approach

RTI will provide one lead Project Manager for this project.

This person will be the main contact for Company for all questions, issues, and resolutions as well as other communication.

RTI will define each phase by tasks to be done and business units assigned along with the schedule to complete.

RTI will perform all Project Management of the project if Company desires.

Customer Expectations

RTI will require a central technical point of contact for issue escalation and resolution during implementation. During implementation, we will require a technical support point of contact to deploy our system to ensure seamless integration.

Appendix B

Notwithstanding any other provision of the contractual documents, in no circumstance shall RTI be liable to Company under or in connection with the contractual documents or otherwise for:

- Any loss or corruption of data (whether temporary or permanent);
- Consequential, indirect, or incidental loss;
- Inability to restore data due to the loss of Company's encryption keys;
- Loss of profits, revenue, business, or anticipated savings or increased expenses.
- RTI does not guarantee the integrity of the backups or the data stored on the backup media.

Company shall indemnify RTI on demand against any and all reasonable costs, expenses (including, without limitation, legal costs), liabilities, losses, damages, claims, demands, and judgments that Company incurs or suffers as a result of a breach of clauses.

Covered equipment:	Covered equipment includes all desktops/laptops for Sioux City Community Schools. RTI will be provided Help Desk software via Sioux City Community Schools, as well as FAQ and info for providing help. RTI will document all calls in the system per Sioux City Community Schools' recommendations.

Covered software / vendor management (under support contract):

- **Operating system, Office 365, Clever, Smoothwall, Canvas, Infinite Campus, "Multi-Factor Authentication services including the Microsoft Authenticator App"**

Covered hardware with a support agreement and/or in-warranty / vendor management (under support contract):

- **Student, Teacher, Staff and Administrator devices including laptops and cell phones. This does not cover any peripheral equipment such as printers, scanners, document cameras, etc.**