

**Mount Pocono Borough Council
Work Session Meeting Agenda
Tuesday, January 16, 2024
6:30PM**

Call To Order

Pledge of Allegiance

Roll Call:

_____Norman DeLano, _____Debra Fulton, _____Ann Marie Harris, _____Joe Simeone
_____Erin Melbert, _____Donald Struckle, _____Claudette Williams, _____Mayor Altemose

Public Comment (agenda items only)

New Business

Co-Emergency Management Coordinator Rich Gannon

Network Support Quotes

Downsizing ZHB discussion

Public Comment

Adjournment

RESOLUTION NO. ____-2024

**MOUNT POCONO BOROUGH, MONROE COUNTY, PENNSYLVANIA
CO-EMERGENCY MANAGEMENT RESPONSIBILITIES WITH
PARADISE TOWNSHIP MONROE COUNTY, PENNSYLVANIA
AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING, IF NECESSARY, AS
TO THE FUNCTIONS OF THE OFFICE OF EMERGENCY MANAGEMENT
COORDINATOR IN A DUAL EMERGENCY
PURSUANT TO 35 PA. C.S.A. §7501, *ET SEQ.***

WHEREAS, Mount Pocono Borough re-appointed and be considered a shared position Emergency Management Coordinator for the year 2024 Richard Gannon

WHEREAS, It has been discussed with Paradise Township, Monroe County, Pennsylvania the appointment the current Borough of Mount Pocono Emergency Management Coordinator, Richard Gannon, as meeting the qualifications of Co-Emergency Management Coordinator pursuant 35 Pa. C.S.A. §3502(d) and (e); and

WHEREAS, Mount Pocono Borough and Paradise Township have agreed that Richard Gannon may act as a Co-Emergency Management Coordinator for both political subdivisions; and

WHEREAS, Mount Pocono Borough and Paradise Township agree to discuss and, if necessary, implement a Memorandum of Understanding pursuant to this Resolution to outline the functions of the Co-Emergency Management Coordinator in the event of a dual emergency; and

WHEREAS, the council has the responsibility to ensure the health, safety, and welfare of the citizens to 53 Pa. C.S.A. §65607(1); and

WHEREAS, the council has the responsibility to exercise powers conferred by law or rules and regulations of any agency of the Commonwealth of Pennsylvania pursuant to 53 Pa. C.S.A. §65607(7); and

WHEREAS, the council has the legislative responsibility of recommending the appointment of an Emergency Management Coordinator for Mount Pocono, Monroe County, Pennsylvania pursuant 35 Pa. C.S.A. §3502(c); and

WHEREAS, a candidate for Coordinator for two or more political subdivisions may be recommended to the Governor for appointment upon agreement by resolution of the governing bodies of such political subdivisions pursuant 35 Pa. C.S.A. §3502(c).

NOW, THEREFORE, BE IT RESOLVED, Mount Pocono Borough Council does hereby resolve:

1. To recommend to the Governor of Pennsylvania the appointment of Richard Gannon as Co-Emergency Management Coordinator between the political subdivisions of Paradise Township, Monroe County, Pennsylvania and the Borough of Mount Pocono.
2. To meet with the Paradise Township and discuss the coordination of duties in the event of a dual emergency and, if necessary, enter into a Memorandum of Understanding outlining those duties.

ADOPTED THIS __ day of _____ 2024.

ATTEST:

Mount Pocono Borough

By: _____

Marissa Duffy, Borough Manager

By: _____

Norman Delano, Vice President

By: _____

Don Struckle, Council President

OUR SERVICES

At a glance



SUNDANCE
NETWORKS INC.

WHO WE ARE

Sundance Networks has been providing IT solutions since 2003. Our mission is to empower small and medium businesses with innovative technology solutions that streamline operations, enhance productivity and drive sustainable growth.

By delivering tailored, reliable and scalable IT services, we strive to be the trusted partner that positively impacts our clients' success and maximizes their potential & profit.

811 ANN ST., STROUDSBURG, PA 18360

(570) 476-1320

www.sundancenetworks.com



Schedule your
Network Evaluation
& Consultation.

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SERVICE PLAN AGREEMENT This Service Plan Agreement (“Agreement”) is hereby entered into on the date of this document (“Effective Date”) by and between Sundance Networks, Inc. located at 811 Ann Street, Stroudsburg PA 18360 (known as “Sundance”) and Client (also known as “Company”) as listed and addressed on this agreement. Company and Client may hereinafter be collectively referred to as the “Parties,” each a “Party.”

Term The Term of this Service Plan shall commence upon the execution of this Agreement and shall continue for one (1) year (“Initial Term”). The Agreement shall automatically renew for recurring one (1) year terms (each a “Renewal Term”) unless either Party provides notice at least sixty (60) days notice. Any rate changes will be notified in writing 30 days prior.

Sundance Responsibilities Sundance performs Information Technology services related to the services listed in this agreement and provides consulting to remedy problems identified by Client and other issues as identified in the normal course of providing support for client. If additional work is required for any issue, we will identify and notify the client either on the phone, in person or in writing through email.

Client Responsibilities Client must report issues to Sundance as they arise either through in person, phone call or email discussion. If client alters any equipment or software outside of this agreement, Client holds harmless and indemnifies Sundance of any claims arising out of that work. If backup monitoring service is not a selected service by Client, Client is fully responsible for monitoring backups and notifying Sundance of any backup issues. Client understands that Sundance is in no way responsible for the condition of equipment prior to being serviced and is not responsible for the loss of, or damage to, any data or other software that may reside on equipment. Client shall defend, at its own expense, and indemnify and hold harmless Sundance, Sundance’s agents, and Sundance’s directors, officers, licensors, suppliers, subcontractors and employees, from and against any claim based on: a violation by Client of this Agreement, or any Federal, State, or Local law or regulation; an allegation that information provided to MSP by Client violates applicable law or infringes a patent, trademark, copyright, or other intellectual property right; the Services or Additional Services provided by Sundance, including any claims based on warranty, contract, tort, strict liability, patent, equity, copyright infringement, or misappropriation of intellectual property. Sundance will reasonably notify Client of any such claim or demand that is subject to Client’s indemnification obligation.

Ownership and Illegal Activity Client acknowledges they are the legal owner (or agent) of the equipment and data being worked on by Sundance and I certify that there are no claims, liens or encumbrances on the equipment being serviced. Sundance reserves the right to report to law enforcement agencies any activities we reasonably believe, in our sole discretion, to be unlawful.

Software and Hardware Licenses/Warranties It is the responsibility of the Client to maintain licensing as per the agreements with their respective manufacturers and vendors. Client holds harmless and indemnifies Sundance of any claims relating to hardware, software and product license or copyright violations. Any and all equipment and software is covered under respective vendor’s warranty or contract. Sundance will work directly with hardware/software vendor(s) to remedy problems, however Sundance labor is not covered under vendor support contract or warranty.

General Client shall pay for the Services invoiced under this Agreement. Charges for removing and remediating recurring infections of virus, malware, trojan, ransomware, browser hijackers, spyware & similar infections will be charged based on the full discretion of Sundance. Client shall pay all sales taxes assessed as a result of this service agreement. If Client is a non-taxable entity, taxes will not be assessed after a tax exemption certificate is provided by Client. Sundance shall invoice Client monthly via email. Client shall pay invoice within thirty (30) days of the date of the invoice. Client’s payment for Services shall be deemed late if Client fails to remit payment within thirty (30) days. Any late payments will be charged an interest rate of 1½% per month or maximum amount allowable under law. If payment is not made within 60 days of invoice, Sundance reserves the right to cease providing existing and future services immediately. Such interruption or cessation shall not relieve the Client from its obligation to pay the total amount due to Sundance. In the event Sundance takes any action pursuant to this section, Sundance shall have no liability to Client or anyone claiming through client.

Client agrees to limit any and all liability or claim for damages, cost of defense, or expense it seeks against Sundance to a sum not to exceed the cash compensation actually realized by Sundance under this Agreement, arising from any breach, error, omission or negligence by Sundance in the course of performing services under the Agreement. Notwithstanding anything else herein, in no event will Consultant be responsible for lost profits, lost revenues, or consequential, incidental or special damages. This provision survives termination or expiration of this Agreement, with Company continuing to limit liability.

Any claim arising under or relating to this Agreement shall be governed and interpreted by the laws of the State of Pennsylvania. The Parties hereby consent to exclusive jurisdiction and venue in the courts of the State of Pennsylvania for any and all disputes and litigation arising under or relating to this Agreement. In the event of any dispute or arbitration hereunder, the prevailing party shall be entitled to recover its costs and disbursements incurred, together with reasonable attorneys’ fees to be fixed by the arbitrator or court at trial or on appeal.

Service Hours Monday – Friday 8:30am – 5:00 pm, Excludes Weekends & Holidays. Office hours vary, please call office for details or to make an appointment. Emergency off-hours support based on current emergency rate and availability. Unless otherwise specified, service outside of our service hours is not included in any of Sundance’s service plans.

Confidentiality All Confidential Information supplied by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) shall remain solely and exclusively the property of the Disclosing Party. Except as available in public domain or general working knowledge of industry standards across an entire industry. If Client has a reason to believe that confidential information has been accessed by an unauthorized party, compromised or otherwise breached, Client shall immediately contact Sundance’s Office Manager at 570-476-1320.



SUNDANCE NETWORKS INC.

SERVICES WE PROVIDE

MANAGED SERVICES & SECURITY

- Proactive Monitoring & Response
- Cyber Security
- Business Continuity
- Disaster Prevention & Recovery
- Networking (Wired/Wireless/VoIP/IoT)
- Server Management (Microsoft®, Apple®, Linux)
- Device Management (Microsoft®, Apple®, Linux)
- Print Management
- User Training (General/Application/Security)
- Mobile Device Management (Apple®, Android)

CUSTOM IT CONSULTING & INTEGRATION

SMART HOME/OFFICE INTEGRATIONS

CLOUD SERVICES

Microsoft 365®, Google Business, Amazon AWS

CYBER SERVICES

- Network Security (Firewalls/IPS)
- Endpoint Security
- Domain & Email Security
- Dark Web Monitoring
- Penetration Testing
- Regulatory Services (HIPAA, PCI, SOC, etc.)

SECURITY CAMERA INSTALLATION & SUPPORT

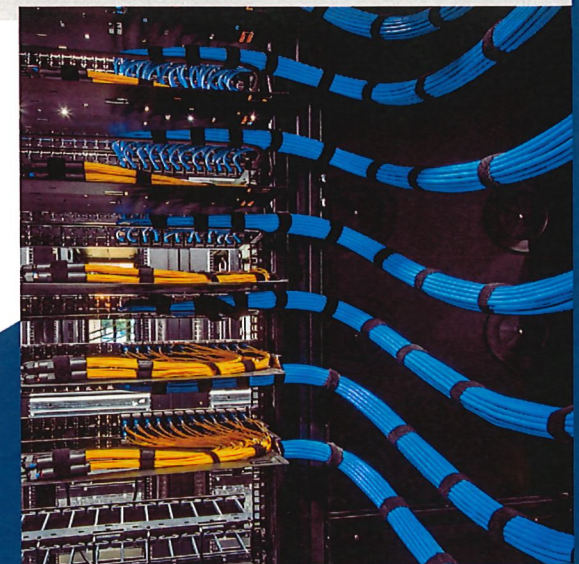
WHO WE SERVICE

- Libraries
- Medical/Healthcare
- Dental
- Law Offices
- Educational Services
- Veterinarians
- Legal
- Accounting/Tax Offices
- Retail Operations
- Manufacturing
- Entertainment
- Restaurants
- In-Home Business (5+Devices)
- Hospitality
- Real Estate
- Contractors
- Non-Profit /Government
- *Your Industry Name Here!*



MAINTENANCE PLANS

- Megabyte** - Time & Materials
 - Gigabyte** - Bucketed Monthly Hours ***Most Popular!**
 - Priority Rapid Response Time
 - Weekly Server Health & Back Up Checks
 - Server Maintenance
 - Domain Expiration & Blacklist Monitoring
 - Website Uptime Monitoring
 - Terabyte** - Fully Managed Service Provider (**MSP**)
 - Includes above Gigabyte Plan Services Plus:**
 - Unlimited Remote Support
 - Periodic System Maintenance
 - System updates/patches (Microsoft®/Apple®/3rd party)
 - Network Device Monitoring
 - Quarterly/Annual Technology Road Map (Including Network Inventory & Life Cycle Analysis)
 - Endpoint Detection & Response (EDR) - On all devices
 - Discount on Dark Web Monitoring & Penetration Testing
- OPTIONAL (Recommended) Plan Add On Services:**
- Endpoint Detection & Response (EDR)
 - Online Cloud Backup (On Premise & Cloud)
 - Email Services
 - Dark Web Monitoring
 - Blacklist & Website Uptime Monitoring





Mount Pocono Borough (570) 839-8436 1/4/2024
 Client Phone Date

1361 Pocono Blvd., Suite 100 Mount Pocono PA 18344
 Address City State Zip

Megabyte Plan: Time & Materials (Non-Profit) (No hourly min).....\$99/hr.
 - Support as needed, no priority service

Gigabyte Plan: 3 Bucketed Monthly Hours (Non-Profit) (Min 3 hrs/mo).....\$ 285 /mo.*
INCLUDES Technical Support Services:
 - Initial equipment inventory, review & recommendations
 - Priority rapid (1-4 Service hrs) response time for contracted customers
 - Once weekly review of server back-up logs (when opting into backup services)
 - Server Maintenance (based on needs)
 - Domain Blacklist Monitoring (Based off 30 top blacklists)
 - Website Uptime Monitoring
 - Unused hours can be used during next subsequent month.
 *Equipment/supplies are not included

Hourly Rates (Over planned hours)		
Planned hrs.		Add'l hr rate
3 - 5	=	\$95
6 - 10	=	\$93
11 - 15	=	\$91
16+	=	\$89

Terabyte Plan: Advanced Managed Plan (Non-Profit) (Min 7 computers).....\$ _____ /mo.*
INCLUDES Technical Support Service discounted ONSITE rate of 90 /hr.
INCLUDES Gigabyte Plan List of Services from above, PLUS:
 - Unlimited remote support
 - Automated General Maintenance on PCs/servers using our inclusive monitoring package
 - Deploy updates (Windows, Adobe, etc) patches, bug fixes, etc.
 - Network/equipment inventory with life cycle analysis.
 - Endpoint Detection & Response included

___ Workstations	x	\$59/mo.	=	_____
___ Servers	x	\$199/mo.	=	_____
___ Network/Mobile	x	\$34/mo.	=	_____
			Total	_____

Additional (Recommended) Monthly Services:

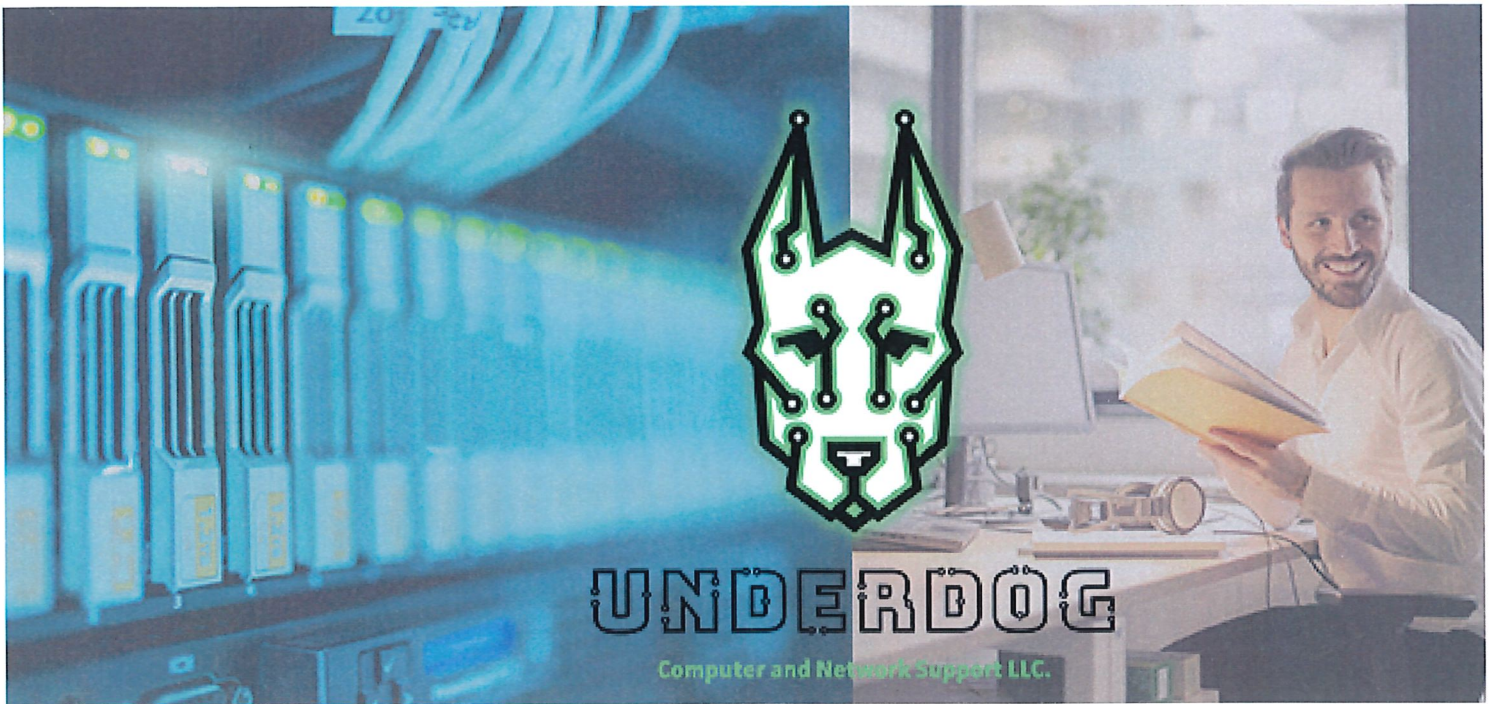
- Y N **Endpoint Security (Antivirus):** Monthly: ___ \$3/pc/mo. Yearly: ___ \$36/pc/yr. \$ _____
- Y N **Endpoint Detection & Response (EDR):** Monthly: 4 \$4/pc/mo. Yearly: ___ \$48/pc/yr. \$ 16/mo.
- Y N **Online Cloud Backup:** (Prices vary w/data usage) Computers ___ Servers ___ \$ 50/mo.
- Y N **Email Services:** Microsoft 365 ___ \$ ___ /license/mo. Other _____ \$ _____
- Y N **Local Backup Restore Service:** NAS device for local backup storage ___ TB total space \$ _____
- Y N **Dark Web Monitoring:** Monthly: \$150 Quarterly: \$300 One Time: \$400 ___ # domains \$ _____
- Y N **Blacklist & Website Uptime Monitoring:** Monthly: Incl. \$30/mo. \$ Included in plan

On behalf of the client above, I hereby certify that I have read and understand the options presented to us. If we choose not to employ endpoint security or EDR, cloud or local backup solution with Sundance Networks Inc., (which has been recommended to us) we take full responsibility for the management and maintenance of backup systems and procedures.

I have chosen the best plan that suits the needs of our company and realized this offer is based on current equipment, employees and situation, and may change as our company grows. All of the above options have been explained, I have read and agree to the policies on the reverse side of this form and I acknowledge there may be a monthly fee associated and that rates and services are subject to change.

 Client's Authorized Signature Printed Name Title Date

 Sundance Representative's Signature Printed Name Title Date



Master Service Agreement

Between

Underdog Computer and Network Support LLC

and

Mount Pocono Borough

This Master Service Agreement (hereinafter referred to as "MSA" or "Agreement") is entered into and is made effective this _____
December 20, 2023("Effective Date"), by and between Underdog Computer and Network Support LLC ("Consultant"), of 5718 Business
Route 209. Suite 203, Sciota, Pennsylvania and Mount Pocono Borough("Company"), of , (collectively referred to as the "Parties,"
"Both Parties," or "Each Party").

WHEREAS, Consultant is in the business of Providing Managed IT Services

WHEREAS, Company desires to have Consultant provide Underdog Serenity Care Managed LLC ("Services") as purchased by Company from
time to time by way of a service schedule ("Service Schedule"), and/or products or services from Consultant ("Service Order"), in exchange
for the Compensation specified in this Agreement or any applicable Service Schedule, Service Order, Change Order or Invoice prepared by
Consultant; and

WHEREAS, Consultant is willing and qualified to provide such Services to Company as defined in this Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally
bound hereby, Company agrees to hire Consultant pursuant to the following terms and conditions:

ARTICLE 1 – GENERAL

1.1 Term and Termination. This Agreement shall commence on the Effective Date set forth above and shall remain in effect for [three
(3) years]("Initial Service Term") and shall automatically renew for one (1) year periods ("Service Renewal Term"), unless and until it is
terminated by either Party by providing the other Party with 60 days written notice of non-renewal or cancellation in accordance with the
notice provisions in subsection 1.2 or 1.3 of this Agreement. The Initial Term and any Service Renewal Term(s) are collectively referred to
as the "Service Term".

1.2 Renewal Term(s): Unless otherwise stated in a Service Schedule, Service Order, or Change Order, upon the expiration of the Initial
Service Term or any Service Renewal Term, the Schedule or Service Order will automatically be renewed on the same terms and conditions
herein for a similar renewal period(s).

1.3 Early Termination of Service by Company: Company may terminate a Service it has requested under a Schedule or Order ("Terminated
Service") at any time before the end of the relevant Service Term by giving at least thirty (60) days prior written notice to Consultant. If
Company terminates a Service under this Section, Company shall pay to Consultant all fees, taxes and late payment charges due for the
Terminated Service up to the date of termination. Company shall also pay to Consultant the termination charges specified in the relevant
Schedule, or if not specified, an amount equal to amount equal to 3 months of the remaining fee for the Terminated Service that would
have been payable to the end of the Service Term (collectively the "Termination Fees"). Company acknowledges that the Termination Fees
are a reasonable estimate of Consultant's liquidated damages and represent consideration for the services and products and are not a
penalty.

1.4 Charges Payable: On the termination of this Agreement or any Services provided hereunder for any reason, all payments required to be made to Consultant by Company thereunder, shall be due and payable immediately. Termination of this Agreement or Services will not relieve Company from any liability which accrued before the termination became effective.

1.5 Independent Contractor Status. Notwithstanding any provision hereof, it is understood by both Parties that in providing the Services, Consultant is serving as an independent contractor, and is neither an employee nor a partner, joint ventures or agent of the Company. Neither party shall bind or attempt to bind the other to any contract, and any such contracts entered into in violation of this provision shall be void and unenforceable. Company will not provide fringe benefits of any kind to Consultant or its members, employees, agents and other affiliates, including health insurance, retirement, paid vacation, or any other employee benefits. As an independent contractor, Consultant is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including but not limited to workers' compensation insurance.

As an Independent Contractor, unless this Agreement or an applicable Service Schedule or Service Order specifically states otherwise, the manner in which the Services are to be performed, including but not limited to the scheduling of individual tasks and the specific hours to be worked by Consultant or its employees, contractors and affiliates, shall be determined by Consultant. It is further understood that as an independent contractor, Consultant may have other clients and may provide any services to any third party during the term of this Agreement.

ARTICLE 2 – SERVICES AND SERVICE ORDERS

2.1 Scope of Services. Consultant agrees to undertake and provide the Services described in the Service Schedule or Service Order attached to this Agreement as Exhibit A – and any subsequent Schedules or Service Orders approved by Consultant (hereinafter collectively referred to as the “Services”) and Company by a fully executed Change Order as set forth in paragraph 2.6.

2.2 Assignment and Outside Contractors. Consultant may, with the prior consent of the Company, engage such persons, corporations or other entities as it reasonably deems necessary for the purpose of performing Services under this Agreement; provided, however, that Consultant shall remain responsible for the performance of all such Services and shall be considered to engage with any third party persons, corporations or other entities on its own behalf.

2.3 Exclusions. While Consultant will always make the best possible efforts to provide support and troubleshoot issues as requested, this Agreement only applies to the systems and services listed in the Service Schedule and applicable Service Orders. In addition, this Agreement does not cover

the following: a) issues caused by using equipment, software or Service(s) in a way that is not recommended; b) issues resulting from unauthorized changes made by Company to the configuration or setup of equipment, software or Services; c) issues caused by Company's actions that have prevented or hindered Consultant in performing required and recommended maintenance upgrades; d) issues resulting from work performed by Company or any of its contractors other than Consultant on the systems, software and equipment that falls under this Agreement; e) failure to accept Consultants recommendation or follow them if implemented; or f) failure to take recommended or otherwise necessary precautions to ensure that the products or services provided are not compromised by Company's employees, agents or third parties accessing Company's network or systems.

2.4 Company Responsibilities. Company will use the [software / equipment / IT system / etc] covered under this Agreement or any Service Schedule or Service Orders as intended. Additionally, subject to the terms of this Agreement and the scope of the Service Schedule or Service Orders, Company will: a) notify Consultant of any issues or problems with said [software / equipment / IT system / etc] within 24 hours by submitting an electronic ticket or other means requiring confirmation of receipt by Consultant; b) provide Consultant with access to the [software / equipment / IT system / etc] for the purposes of maintenance, updates and fault prevention; c) keep Consultant informed about potential changes to its IT system; and d) maintain good communication with Consultant at all times.

2.5 Company's Obligations. Unless provided by Consultant as part of the Services under a Schedule, provide all necessary infrastructure (e.g. power and outlets) and ambient environments required for the safe and efficient operation and maintenance of the Consultant equipment on Company premises in accordance with the specifications provided by Consultant and all applicable industry and safety standards. At all times, use the Service in compliance with all laws, and all applicable consultant policies, including third-party acceptable use policies, the third-party privacy policies (each of which is available at third-party's websites), and any software license and shall not use nor permit usage of any Service for any improper use.

2.6 Written Change Order(s). With the exception of any fee increase in subsection 3.5 herein. Any alteration or deviation from the scope of services to be performed or furnished by a Consultant as provided in this section or additional work necessitated by the discovery of any unforeseen, or concealed conditions, must be carried out upon written change order, ("Change Order"), signed and dated by both the Company and the Consultant. This includes any change in price or fees and additional time needed to complete the Project due to the change. Change Order(s), when signed, are made a part of this Agreement as Appendix B.

ARTICLE 3 – BILLING AND PAYMENTS

3.1 Charges and Billing. Company shall pay all monthly recurring charges ("MRC") in advance and all other Charges monthly in arrears. All Charges shall be payable in U.S. Dollars, Invoices are Billed on the 20th and are due no later than the invoice date ("Due Date") and shall be exclusive of any applicable taxes. "Charges" means the fees, rates and charges for the Services, as specified in the applicable Service Schedule or Service Order or as otherwise invoiced by Consultant pursuant to the Agreement. Unless otherwise agreed to by the Parties in writing, Charges for each Service Schedule or Service Order shall begin to accrue on the date the Service is provisioned by Consultant. Charges for the Services are subject to change at any time if third party charges in connection with a Service are increased or newly charged to Consultant.

3.2 Late Payments. If Company is late in making payment, it shall pay a late fee on any late payments at the rate of one and a half percent (1.5%) per month. If Consultant uses a collection agency or attorney to collect a late payment or returned payment, Company agrees to pay all reasonable costs of collection or other action. These remedies are in addition to and not in limitation of any other rights and remedies available to Consultant under the Agreement, at law or in equity.

3.3 Taxes and Other Fees. All Charges for the Services are exclusive of any taxes and other fees and surcharges. Company shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes").

3.4 Invoice Disputes. To the extent that Company disputes any portion of an invoice in good faith, it shall notify Consultant in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Company's right to any billing adjustment shall be waived. In the event of a billing dispute, Company shall timely pay all undisputed amounts. If the dispute is resolved against Company, Company shall pay such amounts due plus interest from the original Due Date. Company may not offset disputed amounts from one invoice against payments due on the same or another account.

3.5 Changes and Fee Estimates. Fees shall be subject to an annual 5% increase without notice and without the requirement of a Change Order. Any fee estimates provided by Consultant at Company's request are for informational purposes only, and may differ from the rate(s) ultimately payable by Company pursuant to a subsequent invoice, Service Order, Service Schedule or a Change Order.

ARTICLE 4 – INSURANCE

4.1 Insurance. Each Party agrees to maintain, and Consultant shall cause its subcontractors to maintain, through a reputable carrier licensed to do business in the Commonwealth of Pennsylvania, General Liability insurance coverage, in commercially reasonable amounts, calculated to protect itself and the other Party to this Agreement from the consequences of a data security breach, and other claims for damage to property or personal injury, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by that Party, its employees, agents, or anyone directly or indirectly engaged or employed by that Party or its agents. The Parties agree to provide satisfactory proof of insurance upon execution of this Agreement, and to immediately notify the other in writing of any lapse, cancellation, or modification of the insurance coverage required herein. Consultant also agrees to maintain professional liability insurance to cover any of the Services provided under this Agreement.

ARTICLE 5 – INDEMNITY

5.1 Release and Indemnification. Company shall defend and indemnify Consultant, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Consultant in connection with all claims, suits, judgements, and causes of action (i) for infringement of patents or other proprietary rights arising from combining with or using any device, system or Service in connection with Consultant equipment; (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by Company over the Consultant equipment; or (iii) injury, death or property damage arising in connection with the misuse of the Services or the Consultant's equipment.

5.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 6 – CONFIDENTIALITY AND DATA PROTECTION

6.1 Confidentiality. Each Party acknowledges that, in connection with this Agreement, it may be furnished with, or given access to, certain confidential and/or proprietary information of the other Party, and that, subject to the provisions of this section, such information shall not be disclosed by the Party receiving the information to any third party, and shall not be used by either Party for purposes other than those contemplated by this Agreement.

6.2 Information Subject to Confidentiality. Confidential Information may include, but is not limited to, the following:

- Any materials regardless of form furnished by either Party to the other for use;
- Any information furnished by any Party that is stamped “confidential,” “proprietary,” or with a similar legend, or any information that any Party makes similar reasonable efforts to maintain secret;
- Any business or marketing plans, strategies, customer lists, operating procedures, design formulas, know-how, processes, programs, software, inventories, discoveries, improvements of any kind, sales projections, strategies, pricing information; and other confidential trade secrets, data and knowledge of either Party;
- Any information belonging to employees, agents, members, shareholders, owners, customers, suppliers, vendors, contractors, business partners and affiliates of either Party;
- Any non-public inventions the rights to which have not been assigned to the Party receiving the information;
- Any non-public and proprietary technical information belonging to either Party, the rights to which have not been assigned to the party receiving the information.
- Consultants sales, pricing materials and other proprietary information owned by either Party, (collectively “Confidential Information”), which are valuable, special and/or unique assets of that Party.

Any templates, schematics, processes or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes. Consultant shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

Any templates, schematics, processes or technical documentation provided by Consultant shall be deemed Confidential Information and proprietary information of Consultant without any marking or further designation. Company may use such information solely for its own internal business purposes. Consultant shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

6.3 Non-Disclosure. Neither Company nor Consultant will disclose or use, either during or after the term of this Agreement, in any manner, directly or indirectly, any such Confidential Information of the other Party, for their own benefit or the benefit of any third party. Neither Party will use, share, divulge, disclose or communicate in any manner whatsoever any Confidential Information to any third party without the prior written consent of the other Party, except to the extent specifically permitted under this Agreement.

Both Parties will protect all Confidential Information of the other, and will treat it as strictly confidential, unless and until: a) said information becomes known to third parties not under any obligation of confidentiality to the party whose confidential information is at issue ("Disclosing Party"), or becomes publicly known through no fault of the other party (the "Receiving Party"); or b) said information was already in the Receiving Party's possession prior to its disclosure, except in cases where the information has been covered by a preexisting Confidentiality Agreement; or c) said information is subsequently disclosed by a third party not under any obligation of confidentiality to the Disclosing Party; or d) said information is approved for disclosure by prior written consent of the Disclosing Party; or e) said information is required to be disclosed by court order or governmental law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure; or f) said information is proven independently developed by the Receiving Party without recourse or access to the information; or g) disclosure is required in order for a party to comply with its obligations under this Agreement, provided that prior to disclosure, the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure. A violation of this paragraph shall be a material breach of this Agreement.

6.4 Employees and Agents. The Parties further agree to disclose the Confidential Information to their officers, directors, employees, contractors and agents (collectively, the "Agents") solely on a need-to-know basis and represent that such Agents have signed appropriate non-disclosure agreements and/or that the Party receiving Confidential Information has taken appropriate measures imposing on such Agents a duty to (1) hold any Confidential Information received by such Agents in the strictest confidence, (2) not to disclose such Confidential Information to any third party, and (3) not to use such Confidential Information for the benefit of anyone other than the party to whom it belongs, without the prior express written authorization of the party disclosing same.

6.5 Unauthorized Disclosure of Confidential Information. If either party to this Agreement discloses or threatens to disclose the other party's Confidential Information to another party or to the Disclosing Party's detriment or damage, in violation of this Agreement, the party whose information is at issue will suffer irreparable damage and shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction to restrain the other party from such unauthorized use or disclosure, in whole or in part, of such Confidential Information, without the need to post a bond, and/or from providing services to any party to whom such information has been disclosed or may be disclosed.

The infringing party further agrees to reimburse the Disclosing Party for any loss or expense incurred as a result of the infringement, including but not limited to court costs and reasonable attorney fees incurred by the Disclosing Party in enforcing the provisions of this Agreement, in addition to any other damages which may be proven. The parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

6.6 Data Protection. The Parties acknowledge that Consultant may have access to certain of Company's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to Company's business or financial affairs, or to Company's projects, transactions, clients, customers, partners, vendors or any other person or entity, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement and any valid Service Schedule or Service Order. Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for Company. Consultant will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as specifically authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of Company's personnel, clients, customers and contractors.

ARTICLE 7 – LOSS OF DATA

7.1 Company's Obligation for Data. In the event the Company is, or becomes responsible, for data backups during the Service Term, the Company represents that it has established and regularly follows procedure for a fail-safe backup of the Company's data. Unless Consultant is providing backups pursuant to this Agreement, then the Company further explicitly agrees that Consultant shall not be responsible for the integrity or existence of any backup of the Company's network, third-party service, mobile device, or any individual computer of the Company; and the Company will indemnify, defend and hold harmless Consultant for the corruption or loss of any data of the Company, or any of their parties, whether or not caused by the negligent or intentional conduct of Consultant.

7.2 Indemnity for Loss of Data. The Company agrees that Consultant shall not be held liable for damages or loss of data on the Company's network, third-party service, mobile device, or any individual computer of the Company; and the Company will indemnify, defend and hold harmless Consultant for the corruption or loss of any data of the Company, or any of their parties, caused by viruses, malware, security breaches, or other threat.

7.3 No Liability for Security Breach. The Company agrees that Consultant shall not be held liable in the event of a security breach and/or unauthorized access of the Company's network, third-party service, mobile device, or any individual computer of the Company; and the Company will indemnify, defend, and hold harmless Consultant for the corruption or loss of any data of the Company, or any of their parties, caused by viruses, malware, security breaches, or other threat.

7.4 Incidental or Consequential Damages: The Company explicitly agrees that Consultant shall not be responsible for incidental or consequential damages arising from Company's inability to use its network or any individual computer during any service call made by Consultant and/or execution of Services, or deriving from the Company's use of Services, or for any loss suffered by Company as a result of the subsequent equipment and/or Service failure. Consultant shall not be held responsible for damage to any of the Company's computer equipment or data, without limitation under any circumstances except where limited by law or this Agreement.

7.5 Failure to Comply: Company acknowledges that failure by Company to implement advice given and/or IT Services offered or provided by Consultant does not constitute a failure to deliver service by Consultant or constitute a breach of this Agreement by Consultant.

7.6 Company Training: Consultant will make a best effort to help Company use of products and Services provided. Consultant makes no commitment to train Company's users on any products or Services unless agreed upon in writing prior to providing a Change Order.

7.7 Remedies: All of Company's rights and remedies relating to Service obligations, including in each case, any credits, refunds or rights of termination, are set out in the relevant schedule. These rights and remedies are subject the limitations of liability set out in this section 7 and are only remedies for Consultant's failure in respect of a Service obligation.

ARTICLE 8 – LIMITED WARRANTY

8.1 Limited Warranty. Consultant warrants, for a period of thirty (30) days following delivery of any services hereunder (the "Warranty Period") that all Services will be performed in a professional manner and in accordance with generally applicable industry standards. Consultant's sole liability (and Client's exclusive remedy) for any breach of this Warranty shall be for Consultant to re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within fifteen (15) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to any Warranty claim if (1) it is notified of such claim after the Warranty Period or (2) the claim is the result of third-party hardware or software, the actions of Company, or the actions or omissions of some other party or is otherwise caused by factors outside the reasonable control of Consultant, including but not limited to malware, viruses, security breaches, hackers, individual or entities with bad intent against Company, malignant programs, websites or other individual or criminal acts or intent. Consultant will pass along to the Company any third-party warranties relating to any goods purchased and/or installed by Consultant on Company's premises and/or equipment.

8.2 Warranty of Products. Consultant shall pass on the benefit of any warranties it receives from the product manufacturer to Company. Company acknowledges that any attempt to repair, service or tamper with the products by a person other than Consultant or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired user experience. Any out-of-warranty maintenance and support services, if any, will be dealt with through or separate Product/Service quotation.

8.3 Warranty of Services. Consultant warrants it shall perform its Services in a professional and workman-like manner.

8.4 Disclaimer. Except as expressly stated herein, Consultant disclaims all warranties, express, implied or statutory, including without limitation, and any implied warranties of merchantability or fitness for a particular purpose. Company acknowledges that Consultant does not warrant (i) uninterrupted or error-free services, or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by Company or end users through the use of the Services. Provided during a Service Term, Consultant may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes the alternative service. Consultant shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than the Consultant Equipment or cause it to become obsolete or require modification or attention. Consultant shall provide Company with 60 days notice of any such change. Company acknowledges that Consultant may interrupt the services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services.

ARTICLE 9 – LIMITATION OF LIABILITY

9.1 Aggregate Limit of Liability. COMPANY UNDERSTANDS AND AGREES THAT CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE CLIENT OR ANY THIRD PARTY INCURS), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WHICH MAY OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT SHALL THE AGGREGATE AMOUNT COMPANY MAY RECOVER FROM CONSULTANT UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY ("COMPANY'S CLAIMS") THE LIMITED OF CONSULTANT'S INSURANCE COVERAGE SET FORTH IN SUBPARAGRAPH 4.1 THE FOREGOING SUM REPRESENTS CONSULTANT'S TOTAL LIABILITY FOR ALL OF COMPANY'S CLAIMS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CONSULTANT.

ARTICLE 10 – DEFAULT

10.1 Default by Company. Company is in default of this MSA if it (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Consultant; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Consultant; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Company Default").

In the event of a Company Default, Consultant may suspend Services to Company until Company remedies the Company Default, or Consultant may terminate this Agreement and/or any or all of the Services being provided hereunder. Consultant may at its sole option, but without any obligation, cure a non-monetary breach at Company's expense at any point and invoice Company for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Consultant at law or in equity.

10.2 Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth in under the Limited Warranty and

10.2 Default by Consultant. Consultant is in default of this MSA if it fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Company ("Consultant Default"); provided, however, that Company expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Consultant Default. Company's sole and exclusive remedy for any failure of Service is limited to the remedies set forth in under the Limited Warranty and Limitation of Liability sections of this Agreement. In the event of a Consultant Default, Company may terminate the Services and this Agreement upon written notice to Consultant. Any termination shall not relieve Company of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 11 – MISCELLANEOUS

11.1 Suspension of Services. Consultant has the right to suspend all or part of the Services or access to the Services immediately if Consultant reasonable suspects or determines that there is a malfunction, abuse, incorrect configuration or use of the Products, the Services, the Third Party Services, the Consultant's equipment or network, to maintain or improve service, if Company is in breach of any of their obligations under this Agreement, or for other business reasons, Consultant shall keep all suspensions to a minimum and shall give Company prior notice of such suspensions where reasonably practicable.

11.2 Third-Party Application. As between Consultant and Company, Company shall have total responsibility for its purchase and/or use of any applications, software, content, data query function and other services produced, manufactured or performed by third-parties for installation on the hardware and/or for use in connection with the Software or Services together with any maintenance and support relating hereto (collectively, "Third Party Services"), whether offered by such third parties, Consultant or separate third party. The parties acknowledge that in certain instances where Third Party Services are offered, directly or indirectly, by Consultant, Consultant may invoice Company with respect to such Third Party Services. Consultant shall have no responsibility hereunder to correct or fix any problems or errors relating to or caused by installation, configuration, modification or use of any Third Party Services or any components thereof and the installation and/or use of Third Party Services shall be at the sole risk of the Company.

11.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed delivered when sent by e-mail, or forty-eight hours after being deposited in the United States mail as certified or registered U.S. mail with postage prepaid addressed to the address of the Party to be noticed as set forth on the signature page of this Agreement, or to such other address or e-mail address as such party last provided to the other by written notice conforming to the requirements of this paragraph.

11.4 Entire Agreement. This Agreement, together with all attachments, schedules, exhibits and other documents that are incorporated by reference herein, constitute the entire agreement between the Parties, represent the final expression of the Parties' intent and agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties. Any subsequent changes to the terms of this Agreement may be amended or waived only with the written consent of both Parties, and shall be effective upon being signed by both Parties.

11.5 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect, and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed and enforced as so limited.

11.6 Successors and Assigns. Company shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Consultant and shall be binding upon Company's successors and assigns. This Agreement may be assigned by Consultant (i) pursuant to a merger, sale or change of control of Consultant, or (ii) to an assignee of all or substantially all of Consultant's assets. Any purported assignment in violation of this section shall be void.

11.7 Survival. All provisions that logically ought to survive termination of this Agreement, including but not limited to applicable Warranties, Limitation of Liability, Indemnity, Choice of Law, Forum Selection, and Confidentiality provisions, shall survive the expiration or termination of this Agreement.

11.8 No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute waiver of any such terms, covenants, duties, agreements or conditions, or any breach thereof.

11.9 Force Majeure. Either Party who fails to timely perform their obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, as long as the Nonperforming Party complies with its obligations as set forth below. For purposes of this Agreement, "Force Majeure Event" means any event, circumstance, occurrence or contingency, regardless of whether it was foreseeable, which is a) not caused by, and is not within the reasonable control of, the nonperforming Party, and b) prevents the Nonperforming Party from its obligations under this Agreement. Such events may include, but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other labor disputes; riots; explosions; and hurricanes, earthquakes, floods, and other acts of nature.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall do all of the following: a) immediately make all reasonable efforts to comply with its obligations under this Agreement; b) promptly notify the other Party of the Force Majeure Event; c) advise the other Party of the effect on its performance; d) advise the other Party of the estimated duration of the delay; e) provide the other Party with reasonable updates; and f) use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

11.10 Mediation and Arbitration. If a dispute arises under this Agreement, the Parties hereby agree to first attempt to resolve said dispute by submitting the matter to a mutually agreed-upon mediator in the Commonwealth of Pennsylvania. The Parties agree to share any mediation costs and fees, other than their respective attorney fees, equally. If the dispute is not resolved through mediation the Parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association, and each Party hereby consents to any such disputes being so resolved. Judgment on the award so rendered in any such arbitration may be entered in any court having jurisdiction thereof.

11.11 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Pennsylvania, excluding that State's choice-of-law principles.

11.12 Choice of Forum. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings, including any arbitration, mediation and/or litigation between the parties, to the extent permitted under this Agreement and arising out of same, shall be filed, initiated, and conducted in the Commonwealth of Pennsylvania. Unless the provisions of this Agreement exclude litigation as a remedy in a dispute by the Parties, it is hereby agreed that any litigation arising out of this Agreement must be filed and litigated in the Court of Common Pleas of Monroe County or the Federal Court for the Eastern District of Pennsylvania. In connection with the foregoing, to the extent that litigation is a permissible method of dispute resolution under this Agreement, each Party hereby consents and submits to the exclusive jurisdiction of those courts for purposes of any such proceeding, and waive any claims or defenses of lack of jurisdiction of, or proper venue by, such court.

11.13 Attorney Fees. In the event that any arbitration, suit or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

11.14 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.

11.15 Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement. The Parties further agree that e-signatures carry the same weight and effect as traditional paper documents and handwritten signatures; therefore this Agreement may be electronically signed via any e-signature service compliant with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) as of the Effective Date of this Agreement.

SECTION A - SERVICES INCLUDED

CIO/CISO Strategic Planning:

- Strategic Business Planning IT Strategy and Network Capacity Planning
- Strategic Business Planning Cyber Security
- Routine Business Reviews as Needed
- Assistance with Policy and Compliance Reviews
- Project Research and Planning

End User Management

- High Security Password Management
- Multi-Factor Authentication
- Email Filtering, Encryption and Archiving
- Data Access Management and Tracking
- Full Disk Encryption

Cyber Protections

- 24x7 Security Information and Event Monitoring
- 24x7 Security Operation Center
- Advanced Cyber Threat Hunting
- On-Going Vulnerability Scanning and Patching
- Zero Trust - Allow listing
- Advanced Firewall with Threat Management ** Requires Replacement of Firewall otherwise Manage Current Firewall
- Security Rule Based Network Control
- Network Monitoring and crucial services alerts
- Comprehensive Patch Management, Disk Clean ups
- Advanced Endpoint security for desktops and laptops
- Content Filtering and reporting
- Intrusion Detection and prevention
- Ongoing Security Scans and real time alerts
- Mobile Device Management
- Secure Remote Office Connectivity



Data Management

- Cloud Backup of all covered devices
- Local and Cloud Backup of All Covered Servers, 1 hour increments with a guarantee RTO
- Office 365 Suite(Email, Desktop Apps) for all covered devices **Using Company owned Office or Pass Through Office 365 Cost**
- Advanced Inbound/Outbound SPAM Filtering
- Data Leakage Protection
- Technology Roadmap Review and Planning
- IT Budget Planning

Backed up By our World Class Help Desk Team

- Unlimited Remote Support During Service Support Hours Listed Below
- Unlimited Phone Support During Service Support Hours Listed Below
- Unlimited On-Site Support During Service Support Hours Listed Below
- Vendor Management - We work with all technology vendors on your behalf
- Guaranteed Response Times
- Service Support Hours Monday thru Friday 8:00 am to 6:00pm
- Help Desk - We are your I.T. Department now. Any technology issues and request CALL US!

SECTION B - SERVICE LIMITATIONS

SERVICE EXCLUSION

To make life simple, anything that isn't included above is excluded and available at a flat fee/project-based or hourly support.



SECTION C - MONTHLY RECURRING INVESTMENT

Description	Price	Qty	Subtotal
2023 - Underdog Watch Dog Advanced Cyber Protection Covers (4 Computers 1 Server and 8 Additional Emails) {Additional Computers During Contract Period \$206 Additional Email Protection/Users During Contract Period \$49.65}			\$1,200/month
Total Per Month(With Tax)			\$1,200
Total			\$0



SERVICE LEVEL

Service uptime is the major part of our success. In order to be respectful to all our clients, we have the following service levels. Guaranteed Response Times means the maximum amount of time it will take us to respond to a request. You will find your average response much better.

Type of Service	Description/Example	Guaranteed Response
Critical	The Entire Network is Down, no work can be performed	1 Hour
High	Internet is Down but you can work locally Accounting System is down	2 Hours
Medium	Single User is affected, can't work Main Printer isn't working but can print elsewhere	4 Hours
Low	Programs need to be installed, updated. Peripheral installation/replacement	8 Hours

We make the following suggestions when requesting service: _____

For Emergency/Urgent issues please call/text our Help Desk Phone Number.

For Non Critical issues feel free to email support@underdog-development.com with the Word SERVICE and the Quick description of issue in the subject line followed by any pertinent information in the body. All tickets are submitted to our ticketing system.



2022 - UNDERDOG WATCHDOG CYBERPROTECTION

NOT YET ACCEPTED

MOUNT POCONO BOROUGH

IN WITNESS WHEREOF, the Parties herein have set their hands and seals on the date first above written.

\$1,200.00



SIGNATURE

Marissa Duff



ARGS Technology, LLC
PO Box 2275
Pocono Summit, PA. 18346
rodney.smith@argstech.com

Current Provider Rate: \$95/hourly Network Support and IT Services
Includes monthly services: Remote service, checks system logs for issues, server updates,
cloud backup logs