

RESOLUTION NO. 2022-36

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH ONTECH SYSTEMS FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the Village of Caledonia had a contract with Racine County to provide IT services that expired on December 31, 2021; and

WHEREAS, the Village of Caledonia has an increase in Information Technology needs; and

WHEREAS, Village staff conducted interviews with two companies that are known to provide IT services to government entities in this region;

WHEREAS, Village staff recommends the Village contract with Ontech Systems for Information Technology services;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Ontech Systems for Information Technology services at the rate of \$150/hour as described in Exhibit A which is attached hereto and incorporated herein, and any consideration of managed services would be brought before the Board for further action; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 4th day of April, 2022.

VILLAGE OF CALEDONIA

By: 
Jim Dobbs, Village President

Attest: 
Joslyn Hoeffert, Village Clerk



IT Support Options

Quote # TS010204
Version 1



Prepared for:
Village of Caledonia
Michelle Tucker
MTucker@caledonia-wi.gov

Prepared by:
Ontech Systems Inc.
Taylor Schmidt
taylor@ontech.com



N85W16186 Appleton Ave
 Suite A
 Menomonee Falls, Wisconsin 53051
 www.ontech.com
 (262) 522-8560

Introductory Period: First 30-90 Days

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Weekly Visit: 4 Hours	\$150.00	\$0.00	16	\$2,400.00	\$0.00

Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service

- Not Contractual
- Time billed in 15 minute increments
- Purpose of intro period is to get better grasp of work/help needed and frequency as we look to convert to a Managed IT Approach

Monthly Subtotal: \$2,400.00
 Subtotal: \$0.00

Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
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- Month to Month: Pricing Shown
- 1 Year Contract: 5% discount
- 2 Year Contract: 10% discount

Ontech Basic Managed Services Bundle	\$1,780.00	1	\$1,780.00
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Network Documentation Portal		1	
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LionGard		1	
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Virtual Host Care		3	
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Elite Server Care		4	
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- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates
- Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)
- Driver & Firmware Updates for Servers
- Server Cluster Health Checks and Remediation
- Assign issue based Troubleshooting including;
 - Exchange
 - VM Ware
 - Hyper-V
 - Remote Desktop Services
 - Server Performance Issues
 - Group Policy Failures
 - Windows Server and Service Errors



Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
Desktop Care		100	

Basic Bundle Scope of Services

Features Included in Network Documentation Portal;

- Encrypted Documentation Portal for storing all network information. Network Documentation Portal is available through a web browser as well as mobile app.
 - Centrally store all passwords
 - Control who has access to each password
 - Automatically create strong passwords
 - Store important "how to" and procedural information
 - Standard Operating Procedures
 - PC Setup Checklists
 - New Hire/Termination Documents
 - Contracts & Service Providers
 - Contacts and Locations
 - Dynamically link network devices to people and locations

Features Included in Liongard;

- Change Management Automation
- Alerts & Metric Value Tracking
- Ticketing System Integration for Change Tracking

Features Included in Virtual Host Care;

- Real time server hardware health monitoring
- Health Checks for configurations, including vCPU, memory, and network setup
- Review error logs using vSphere and vCenter
- Reconfigure VM's & host data stores
- Lights out management: when a server is down, steps to reboot it automatically will be taken

Features Included with Ontech Elite Server Care;

- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates
- Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)
- Driver & Firmware Updates for Servers
- Server Cluster Health Checks and Remediation
- Assign issue based Troubleshooting including;
 - Exchange
 - VM Ware
 - Hyper-V
 - Remote Desktop Services
 - Server Performance Issues
 - Group Policy Failures



Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
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- Windows Server and Service Errors

Ontech and our NOC Target Service Levels

- Server Down Tickets: 15-30 minutes to begin work
- Critical Impact Alert Tickets: 1-2 Hours to begin work
 - Update Critical Impact Tickets: every 3-4 Hours

Features Included in Desktop Care;

- 24x7 monitoring and alerting of hardware components
- Backup Alerts to our NOC and internal team
- Webroot Antivirus
- Windows Security patches
- Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)
- 3rd party patches like Adobe, Java, etc.
- Auto attempts to remove malware
- Weekly Temp File and Cookie Clean up
- (see schedule for further details)

A La Carte Adds



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Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
<p>Network Care</p> <ul style="list-style-type: none"> Automated Inventory of Network Devices and Classification: Have a profile for every device on a network at your fingertips Network Diagram & Connectivity Methods: Instantly know how everything on your network is connected IP Address Management: Get an automatic list of all the IP addresses currently in use and which device is using it Alerts & Notifications: Stay on top of important network events with both preconfigured and customizable alerting Service Monitoring: Inventory and monitor the services running on nearly any device on the network Context Aware Data: Get relevant and actionable information tailored to each device type Rich Statistics: Understand and improve the stability of a network with usage and health stats Live & Historic Data: View network performance as it happens with a 60-second polling, or dive into detailed logs Netflow Data & Analytics: Gain real-time visibility into network traffic with analytics and reporting 	\$20.00	12	\$240.00
<p>Fortify for Endpoint Protection</p> <ul style="list-style-type: none"> Complete SOC Services: Implement advanced operations without the need for in-house security expertise. The complete Continuum Fortify SOC analyzes quarantined applications and files, reducing false positives and ensuring comprehensive protection. We take care of the labor challenges while you focus on growing your business. Threat Detection: Rapidly recognizes many thousands of virus and malware attack variants including cryptomining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings. Response & Remediation: When malicious behavior is detected, Continuum Fortify For Endpoint Security will quickly rollback files to previous safe versions through tracking changes in the devices and restoring it to an acceptable risk state. Next Generation Endpoint Security: Fortify For Endpoint Security utilizes the patented SentinelOne platform, for its unique malware detection and remediation technology. This solution incorporates the industry's most innovative prevention, providing visibility into the root causes and origins of the threat, reversing the malicious operations and remediating them at an agile speed, when needed. 	\$8.00	104	\$832.00

If choosing a contract option, I understand the services I am approving on this proposal is a contract between our business entity and Ontech Systems, Inc. for Managed Services only. These services differ from hourly time and materials charges. The



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Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
terms available for Managed Services are month to month, 1 year, or 2 year.			
<p>If choosing a commitment option, your business will be <i>committed to the minimum monthly spend amount quoted, this will be your minimum commitment</i>. If additions are needed, they can be added to active contract. All Managed Services products purchased through Ontech must be on the same term length. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.</p> <p>Contract starts when agents are installed and "live and active", not accepted proposal date, and these dates will be reflected on your invoice. Agreement terms will auto renew unless a 60-day notice is provided by end client. The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s).</p>			
Monthly Onsite Visit (Optional)	\$150.00	4	\$600.00
<p>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service</p>			

* Optional Monthly Subtotal: \$3,452.00

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> Month to Month: Pricing Shown 1 Year Contract: 5% discount 2 Year Contract: 10% discount 					
Ontech Advanced Managed Services Bundle	\$3,181.00	\$0.00	1	\$3,181.00	\$0.00
Network Documentation Portal			1		
LionGard			1		
Network Care			12		
Virtual Host Care			3		
Elite Server Care			4		
Desktop Care			100		
Webroot SAT			100		
Webroot DNS			100		
Dark Web Domain Monitoring			2		
RiskWatch			1		
Fortify for Endpoint			104		



Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
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Advanced Bundle Scope of Services

- *Features Included in Network Documentation Portal;*
 - Encrypted Documentation Portal for storing all network information. Network Documentation Portal is available through a web browser as well as mobile app.
 - Centrally store all passwords
 - Control who has access to each password
 - Automatically create strong passwords
 - Store important "how to" and procedural information
 - Standard Operating Procedures
 - PC Setup Checklists
 - New Hire/Termination Documents
 - Contracts & Service Providers
 - Contacts and Locations
 - Dynamically link network devices to people and locations

Features Included in Liongard;

- Change Management Automation
- Alerts & Metric Value Tracking
- Ticketing System Integration for Change Tracking

Features Included in Network Care;

- Automated Inventory of Network Devices and Classification: Have a profile for every device on a network at your fingertips
- Network Diagram & Connectivity Methods: Instantly know how everything on your network is connected
- IP Address Management: Get an automatic list of all the IP addresses currently in use and which device is using it
- Alerts & Notifications: Stay on top of important network events with both preconfigured and customizable alerting
- Service Monitoring: Inventory and monitor the services running on nearly any device on the network
- Context Aware Data: Get relevant and actionable information tailored to each device type
- Rich Statistics: Understand and improve the stability of a network with usage and health stats
- Live & Historic Data: View network performance as it happens with a 60-second polling, or dive into detailed logs
- Netflow Data & Analytics: Gain real-time visibility into network traffic with analytics and reporting

Features Included in Virtual Host Care;

- Real time server hardware health monitoring
- Health Checks for configurations, including vCPU, memory, and network setup
- Review error logs using vSphere and vCenter
- Reconfigure VM's & host data stores
- Lights out management: when a server is down, steps to reboot it automatically will be taken

Features Included with Ontech Elite Server Care;

- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates



Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none">• Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)• Driver & Firmware Updates for Servers• Server Cluster Health Checks and Remediation• Assign issue based Troubleshooting including;<ul style="list-style-type: none">• Exchange• VM Ware• Hyper-V• Remote Desktop Services• Server Performance Issues• Group Policy Failures• Windows Server and Service Errors					
Ontech and our NOC Target Service Levels <ul style="list-style-type: none">• Server Down Tickets: 15-30 minutes to begin work• Critical Impact Alert Tickets: 1-2 Hours to begin work<ul style="list-style-type: none">◦ Update Critical Impact Tickets: every 3-4 Hours					
Features Included in Desktop Care; <ul style="list-style-type: none">• 24x7 monitoring and alerting of hardware components• Backup Alerts to our NOC and internal team• Webroot Antivirus• Windows Security patches• 3rd party patches like Adobe, Java, etc.• Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)• Auto attempts to remove malware• Weekly Temp File and Cookie Clean up					
Features Included in Webroot Security Awareness Training; <ul style="list-style-type: none">• Fully featured phishing simulator• Engaging and interactive training courses• Trackable, customizable training campaigns• Campaign and contact management• Reporting Center					
Features included in Webroot DNS Protection <ul style="list-style-type: none">• Webroot DNS Features<ul style="list-style-type: none">◦ Secure and reliable internet connectivity◦ No on-site hardware install◦ IPv4, IPv6, HTTP, and HTTPS filtering◦ 80 distinct web categories◦ Roaming and mobile user protection◦ Wifi and guest network protection◦ Policy control by user, group, or IP Address					



Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
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- On-Demand reporting
- Maintain regulatory compliance by restricting browsing
- **Advanced Web Browsing Protection Benefits**
 - Admins are able to maintain full network visibility with complete insight into the connection requests being made and by whom allows better informed access policies
 - Admins are able to reduce infections due to the ability to prevent users browsing to malicious and suspicious internet locations, resulting in less cost of remediation
 - Admins are able to implement and enforce granular access policies to take control of productivity, HR & compliance requirements, and more with customizable policy controls by individual, groups, or IP Address

Features Included in Dark Web Domain Monitoring

- Domain monitoring for password and other credential leaks from hacked or exposed websites

Features Included in O365 Risk Watch

- **Leaked Credentials** – indicates that the users valid credentials have been leaked, when cyber criminals compromise valid passwords of legitimate users, they often share those credentials. This sharing is typically done by posting publicly on the dark web, paste sites, or by trading and selling the credentials on the black market.
- **Azure AD Threat Intelligence** – indicates user activity that is unusual for the given user or is consistent with known attack patterns
- **Sign In From Anonymous IP Address** – indicates sign ins from an anonymous IP address, these IP Addresses are typically used by actors who want to hide their login telemetry for potentially malicious intent
- **Atypical Travel** – identifies two sign ins originating from geographically distant locations, where at least one of the locations may also be atypical for the user given past behaviors, this takes into account the time between the two sign ins and the time it would have taken for the user to travel from the first to second location, indicating the different user using the same credentials
- **Malware Linked IP Address** – indicates sign ins from IP addresses infected with malware that is known to actively communicate with a bot server, this is determined by correlating IP addresses of the users device against IP addresses that were in contact with a bot server while the bot server was active
- **Unfamiliar Sign In Properties** – considers past sign in history to look for anomalous sign ins. The system stores information about previous locations used by a user and considers there familiar locations. The risk detection is triggered when the sign in occurs from a location that's not already in the list of familiar locations
- **Admin Unconfirmed User Compromised** – indicates an admin has selected confirm user compromised in the risky users UI or using risky Users API
- **Malicious IP Address** – indicates sign in from a malicious IP Address, an IP address is considered malicious based on high failure rates because of invalid credentials received from the IP address or other IP reputation sources
- **Suspicious Inbox Manipulation Rules** – this detection is discovered by Microsoft cloud app security, this detention profiles your environment and triggers alerts when suspicious rules that delete or move messages or folders are set on users inbox. This may indicate that the users account is compromised that messages are being intentionally hidden, and that the mailbox is being used to distribute spam malware in the organization.

Features Included in Fortify For Endpoint Protection

- **Complete SOC Services:** Implement advanced operations without the need for in-house security expertise. The complete Continuum Fortify SOC analyzes quarantined applications and files, reducing false positives and ensuring comprehensive protection. We take care of the labor challenges while you focus on growing your business.
- **Threat Detection:** Rapidly recognizes many thousands of virus and malware attack variants including cryptomining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings.



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Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> • Response & Remediation: When malicious behavior is detected, Continuum Fortify For Endpoint Security will quickly rollback files to previous safe versions through tracking changes in the devices and restoring it to an acceptable risk state. • Next Generation Endpoint Security: Fortify For Endpoint Security utilizes the patented SentinelOne platform, for its unique malware detection and remediation technology. This solution incorporates the industry's most innovative prevention, providing visibility into the root causes and origins of the threat, reversing the malicious operations and remediating them at an agile speed, when needed. 					

If choosing a contract option, I understand the services I am approving on this proposal is a contract between our business entity and Ontech Systems, Inc. for Managed Services only. These services differ from hourly time and materials charges. The terms available for Managed Services are month to month, 1 year, or 2 year.

If choosing a commitment option, your business will be committed to the minimum monthly spend amount quoted, this will be your minimum commitment. If additions are needed, they can be added to active contract. All Managed Services products purchased through Ontech must be on the same term length. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.

Contract starts when agents are installed and "live and active", not accepted proposal date, and these dates will be reflected on your invoice. Agreement terms will auto renew unless a 60-day notice is provided by end client. The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s).

Monthly Onsite Visit (Optional)	\$150.00	\$0.00	4	\$600.00	\$0.00
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Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service

Monthly Subtotal: \$3,781.00
 Subtotal: \$0.00

Setup Fees

Description	Price	Qty	Ext. Price
New Client Onboarding: 4 Hours	\$150.00	4	\$600.00
Managed Services Setup: 8 Hours	\$150.00	8	\$1,200.00

Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service.

Subtotal: \$1,800.00



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IT Support Options

Quote Information:

Quote #: TS010204

Version:

Delivery Date:

Expiration Date:

Prepared for:

Village of Caledonia

5043 Chester Lane

Racine, WI 53402

Michelle Tucker

(262) 835-4451

MTucker@caledonia-wi.gov

Prepared by:

Ontech Systems Inc.

Taylor Schmidt

(262) 522-8560

taylor@ontech.com

Quote Summary

Description	Amount
Introductory Period: First 30-90 Days	\$0.00
Option 2: Managed Services - Advanced Bundle	\$0.00
Setup Fees	\$1,800.00
Subtotal:	
	\$1,800.00
Estimated Tax:	
	\$91.80
Total:	
	\$1,891.80

Monthly Expenses Summary

Description	Amount
Introductory Period: First 30-90 Days	\$2,400.00
Option 2: Managed Services - Advanced Bundle	\$3,781.00
Monthly Subtotal:	
	\$6,181.00
Estimated Tax:	
	\$162.22
Monthly Total:	
	\$6,343.22

*Optional Expenses

Description	Recurring
Option 1: Managed Services - Basic Bundle	\$3,452.00
Optional Subtotal:	
	\$3,452.00

For full quote view with product descriptions, warranty information and disclaimers, please review PDF.

Note: Quote is valid for 15 days.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



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Note: Please do not pay from quote, invoice to follow.

Ontech Systems Inc.

Village of Caledonia

Signature:

Signature:

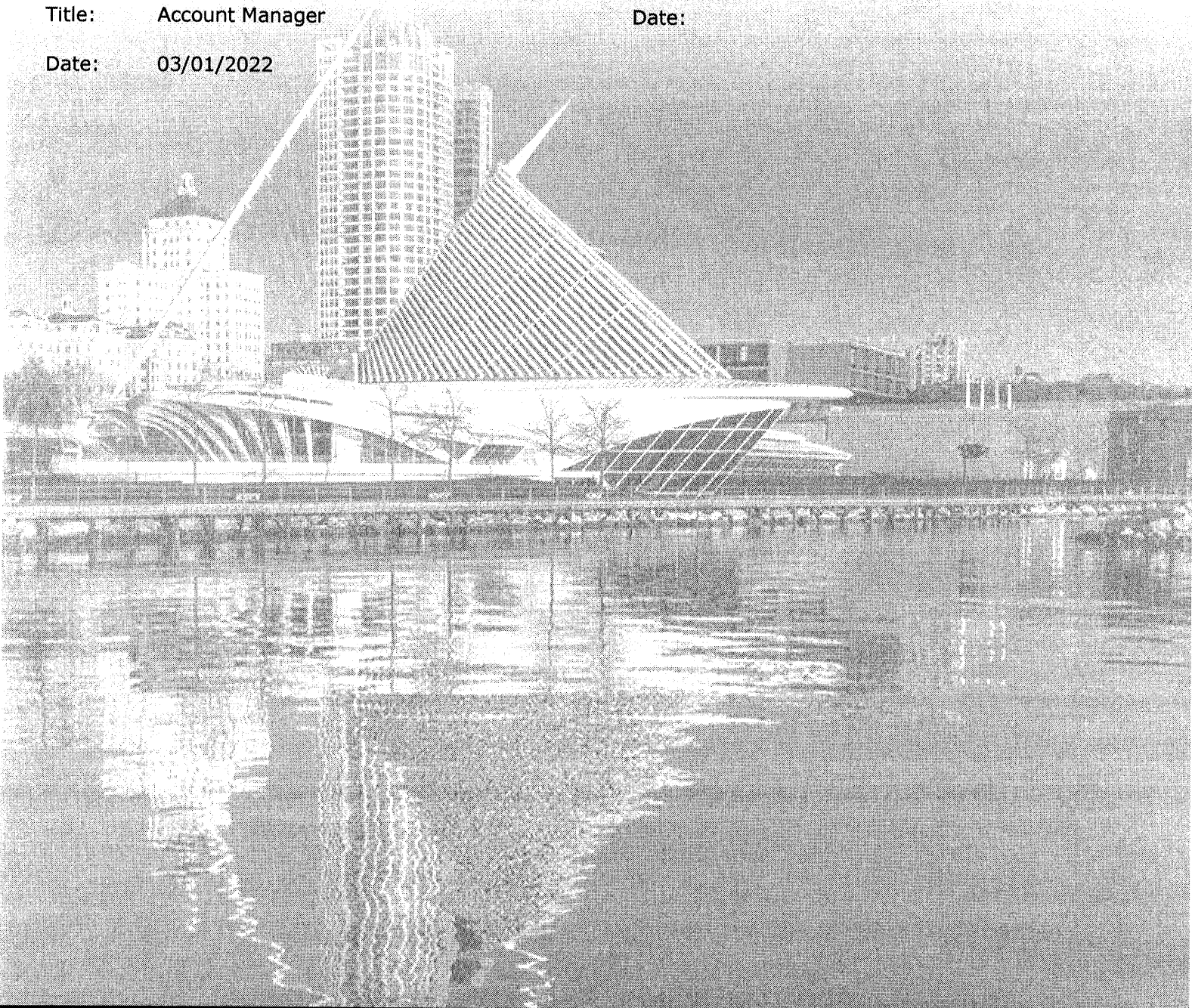
Name: Taylor Schmidt

Name: Michelle Tucker

Title: Account Manager

Date:

Date: 03/01/2022



Master IT Services Agreement

This Master IT Services Agreement (the “Master Agreement”) is between Ontech Systems, Inc., a Wisconsin corporation (“ONTECH”), N85W16186 Appleton Avenue, Menomonee Falls, WI 53051, (262) 522-8560 and “CLIENT”.

“CLIENT” Organization/DBA: Village of Caledonia

Street: 5043 Chester Lane

City: Racine

State: WI

Zip Code: 53402

Phone: (262) 835-4451

Date: 03/01/22

I. Purpose

The purpose of this Master Agreement is to detail the understandings under which ONTECH will provide professional IT services (“Services”) to you. The Services to be provided will be mutually defined by ONTECH and you based upon your current need. The particulars of the Services selected and our charges for the Services are described in separate Proposals or **Addendums** which may include: Hourly & Project Consulting Services Addendum (“HCSA”); Managed Services Addendum (“MSA”); and Hosted Services Addendum (“HSA”). Each Proposal or Addendum selected by you now or in the future as evidenced by your signature or electronic acceptance is subject to and become part of this Master Agreement. This Master Agreement includes the Terms, Conditions and Definitions that apply to all of our Services and are detailed in **Exhibit A** attached to this Agreement.

II. **Terms Confidential.** The terms and conditions in this Master Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

EXHIBIT A

Terms, Conditions and Definitions

- 1) **General Terms, Exclusions, and Responsibilities.**
 - a) **General Responsibilities; ONTECH** will provide:
 - i) Qualified personnel to perform all activities identified in this Statement of Work.
 - ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
 - iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
 - iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.
 - b) **General Responsibilities; Client** will provide:
 - i) Reliable Internet access.
 - ii) ONTECH with remote access to its computer systems and equipment.
 - iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,
 - iv) ONTECH with adequate work space and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
 - v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
 - vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
 - vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network
 - c) **General Responsibilities; Client** will agree:
 - i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.
 - d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.
 - i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
 - ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
 - iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
 - iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
 - v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
 - vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.

- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

2) Definitions. The following definitions apply to this Agreement:

“Addendum” are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

“Affiliate” is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

“Confidential Information” is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party’s products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless excepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

“Client” is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. “Client” also refers to any subdivision or parent of the signatory to this Agreement.

“Delivery” or “Delivered” means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

“ONTECH” refers to the Corporation that has agreed to provide Services under this Agreement.

“You” means the CLIENT and **“Your”** means the request, facilities or operations of the CLIENT.

“Receipt” in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

“Services” are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

“Scope of Services” is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

“Signed” means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail”).

“**Subscription**” means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

2) **Fees.** As compensation for the Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under a Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its fees and charges upon forty five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware and software not covered by warranties
- Software licenses, subscription or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH’s office and the CLIENT’s location at one-hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Agreement. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH’s office to CLIENT’s location. Upon CLIENT’s request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

3) **Invoices.** ONTECH will issue invoices for the Services provided to CLIENT at mid-month and end of month. CLIENT agrees to pay such invoices within fifteen (15) days of receipt. Invoices not paid within forty-five (45) days of receipt will be subject to an interest charge of 1.5% per month/18% per Annum. CLIENT will also be responsible for and pay all costs of collection incurred by ONTECH including without limitation, reasonable attorney fees. Collection costs and reasonable attorney fees will be billed to CLIENT in advance of the initiation of any collection action. In the event of termination of this Agreement, CLIENT agrees that it will pay ONTECH pursuant to the terms set forth herein for all Products that have been ordered, partial Services provided and direct costs incurred by ONTECH to provide Services.

4) **Suspension/Termination of Services.** ONTECH reserves the right to suspend the delivery of Services if the CLIENT’s account becomes 60 days or more past due effective upon CLIENT’s receipt of written notice of Suspension. Services will not be resumed until the CLIENT’s past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT’s receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH’s engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Master Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out of pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

5) **Master Agreement Term.** This Agreement shall be effective as of the date first above written and shall continue in effect for a period of twelve (12) months (the “initial term”) unless canceled by either party upon sixty (60) days’ written notice to the other or earlier terminated due to non-payment. This Agreement, if not canceled, shall further automatically renew for additional and successive periods of twelve (12) months and shall remain in effect thereafter until canceled by either party.

6) **Relationship.** The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

7) **Limited Warranties; Disclaimers.** ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT’s sole and exclusive remedy for a breach of ONTECH’s warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH’s warranty. A claim for breach of ONTECH’s warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT’s discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH’s warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH “AS IS.” ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT’s efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer’s Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

8) **Insurance.** ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

(a) Worker’s Compensation in accordance with the law in the State of Wisconsin.

(b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.

(c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

9) **Limitations of Liability; Indemnification.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH SEVEN (7) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

10) **Confidentiality.** The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

11) **Non-solicitation of Ontech employees.** CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

12) **Integration; merger.** This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties

with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

- 13) **Binding effect.** This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.
- 14) **Governing law.** This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.
- 15) **No modifications.** Except as provided in paragraph 12, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.
- 16) **No assignments without consent.** This Agreement may not be assigned without the written consent of the other party.
- 17) **Counter-parts.** This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.
- 18) **Authority.** The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.
- 19) **Cancellation of Services by Client.** In the event that CLIENT elects to cancel Services, a written cancellation notice in conformity with paragraph five (5) above shall be delivered to ONTECH stating the Services to be cancelled. If CLIENT is NOT party to any continuing Addendum, ONTECH will issue charges on an hourly basis for providing documentation to CLIENT, purging data from systems and/or labor to work with CLIENT's new IT employee or provider. Subscription services and managed services will NOT be pro-rated and will be billed at a minimum of 1 full calendar month post the effective date of cancellation. All annual contracts for Managed Services and other Subscription services must be paid in full.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Master Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

**HOURLY & PROJECT CONSULTING
SERVICES ADDENDUM**

This Addendum is subject to and incorporated into and made part of the Master IT Services Agreement (the “Master Agreement”) by and between ONTECH AND CLIENT.

CLIENT desires to hire ONTECH to perform those certain Services more fully described in the Scope of Services below on the terms and conditions set forth in this Hourly Consulting Services Addendum (“HCSA”).

Client: Village of Caledonia

Date: 03/01/22

- 1. Scope of Services.** ONTECH shall provide to CLIENT mutually agreed upon Services described as computer consulting Services including, but not limited to planning, installation, implementation, troubleshooting and maintenance of network systems and hardware, including computers, servers, printers and switches, hubs, routers and other Products and accessory components. It is understood that ONTECH will assign an Account Team of Consultants, Account Managers, Help Desk Technicians, and Inside Sales Support to perform Services for CLIENT. ONTECH however reserves the right to substitute others with notice to CLIENT provided that CLIENT shall have the right to approve/reject other individuals assigned to provide Services in the event a reasonable reason exists for rejection of a proposed Service provider. Hourly Services are billed in 15 minute increments, whether remote or onsite. Some services may be scoped as a fixed fee if approved by client. Services may also be subject to other charges as described elsewhere in the Agreement.
- 2. Fees.** CLIENT agrees to pay ONTECH the hourly rate fees based upon classification as set forth below or in any subsequent “Scope of Work” entered into by and between Ontech and CLIENT:

<u>Classification</u>	<u>Rate</u>
Hourly Services	\$150
Emergency & After-Hours Services	1.5 x Hourly Services

- 3. Emergency: after hours Services.** Services may be needed by you from time to time to address an occurrence that impacts a critical business operation need and you desire Services on an Emergency or an after-hours basis. This need may be prompted by unanticipated events such as server failures, data corruption, third party hacking, or lack of proactive maintenance or managed services causing the need for urgent or emergency action. If Emergency Services are needed call or email our Help Desk and a support ticket will be created with a critical priority status. ONTECH will respond by coordinating the first-available service appointment with an appropriately skilled service technician to remediate the indicated issue(s) on a best-effort basis. The determination of whether

charges during ONTECH regular business hours 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday will be invoiced at our Emergency hourly Services rate is within the sole discretion of ONTECH giving consideration to the timing and nature of the critical need, the availability of technicians, the impact upon ONTECH’s scheduling of technicians at other locations, the re-assignment of a resource already engaged in other work and the degree of your proactive maintenance or managed services. The rate to be charged for Services will be confirmed to you by email at the time of your request for Emergency Services. All requests for Services to be performed after ONTECH regular hours, 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday (“after hours”) will be at the Emergency hourly Services rate unless otherwise approved by ONTECH.

4. **Project Only Services.** CLIENT may occasionally use ONTECH for the sole purpose of a Project. Projects could include, but are not limited to: Server Migrations and Setup, Data Migrations, Cloud Migrations & Setup, Network Security Assessments and other 1 time services. These projects will be defined by a Scope of Services on a proposal approved by CLIENT and billed as a Fixed Fee or Hourly.
5. **Services not included:** CLIENT may occasionally require additional or amended Services outside of the terms of this CSA. ONTECH will provide a detailed Scope of Services and fee quote for any Managed Services or Hosted Services, required by CLIENT.

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

MANAGED SERVICES ADDENDUM

This Addendum is subject to and incorporated into the Master IT Services Agreement (the "Agreement") by and between ONTECH AND CLIENT.

CLIENT desires to hire ONTECH to perform those certain Managed Services more fully described in the mutually agreed upon Scope of Services described below or in the referenced Quote that you have accepted.

Client: Village of Caledonia

Date: 03/01/22

Quote #: 10204

1. Managed Services Commitment: The "term" or length of time for Managed Services offered by ONTECH are: month to month; annual; or more than one year. The term you selected is specified in the referenced Quote and is referred to as the Managed Services "term commitment". CLIENT understands that the Managed Services selected by CLIENT, as detailed in the referenced Quote, are for Managed Services only. These services differ from Services offered and provided under Hourly Consulting Services Addendums ("HCSA") or Hosted Services Addendums ("HSA"). In choosing a Managed Services term commitment CLIENT understands that it is committing to the minimum monthly spend amount quoted for the Managed Services within the term selected. If additions are needed, they can be added to any active Addendum or an amendment to this Managed Services Addendum ("MSA"). All Managed Services products or subscriptions purchased through ONTECH as detailed in the referenced Quote are also subject to the same Managed Services term commitment selected. Cancellation prior to the termination date of your Managed Services term commitment will require full payment of the contracted fees for the Managed Services and Products through the last day of the Managed Services term. The Managed Services term commences when the Managed Services agents are installed and confirmed to be "live and active" (not on the date of your acceptance of the Quote). These dates will also be reflected on your invoice. The term of your Managed Services commitment will auto renew for the same term as you initially selected unless you provide a written 60-day notice of non-renewal. The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s)

2. Services not included: Client may occasionally require additional or amended services outside of the terms of this MSA. ONTECH will provide a detailed Scope of Services and fee quote for any Hourly Project & Consulting Services or Hosted Services, required by Client.

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

ONTECH SYSTEMS, INC.
HOSTED SERVICES ADDEMDUM

This Addendum is subject to and incorporated into the Master IT Services Agreement (the "Master Agreement") by and between ONTECH and CLIENT.

CLIENT desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services as more fully described in the Quote(s) referenced below. This Addendum will cover the Hosted Services currently quoted and future Hosted Services approved by Client.

Client: Village of Caledonia

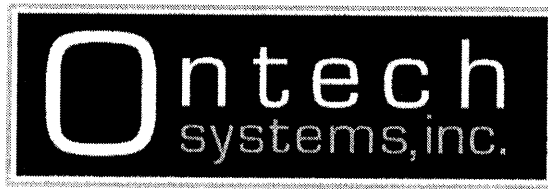
Quote #: TBD

Date: 03/01/22

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560



N85W16186 Appleton Ave. · Suite A · Menomonee Falls, WI · 53051
www.ontech.com · 262.522.8560

Ontech New Customer Onboarding Documentation Office and Accounting Needs

Technical Contact

Full Name:

Phone:

Email:

List the contacts approved to submit support tickets, create tickets via our Client portal, email, and phone:

Please indicate whether you would like to submit tickets via. Choose one or more:

Email

Phone

Client Portal

Would you like to schedule a 5 minute training session on our Service Portal? Yes

Accounting Contact

Full Name:

Phone:

Email:

If you would like invoices emailed to more contacts, please add the email address(es) here:

Do you require a Certificate of Insurance from Ontech? No

Do you require a W-9 from Ontech? No

Ontech's products and services are subject to sales tax.

Sales Tax County:

Is your organization tax exempt? No

- If yes, a tax exempt certificate must be provided. Please send to Jackie Buehler, jackie@ontech.com.

The Ontech Portal, <https://portal.ontech.com>, offers quick and easy access to your account. Invoices, statements, payment and billing history are all available. Pay online using one-time or auto payment options with credit card (3% fee applies) or ACH (free). A welcome email will be sent to get you setup.

Would you like to schedule a 5 minute training session on our Billing Portal? Yes

Note: Ontech Systems, Inc. is an S Corporation and does not require a 1099
EIN: 20-0636722

Ontech Billing Contact: Jackie Buehler, jackie@ontech.com, 262-522-8560 ext. 100