

## Clerk

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**From:** Jonathan Williams <jwilliams@brightlineit.com>  
**Sent:** Thursday, February 8, 2024 12:29 PM  
**To:** Linda Lavey  
**Cc:** Clerk  
**Subject:** Managed IT Service Agreement

Good afternoon Linda,

Below is a link to the signable agreement for review. You can download it as a PDF for offline viewing and printing, but once you're ready to sign, we do need an eSignature at the bottom of the web page. I'll plan on joining the council meeting Monday evening at 7:00pm to answer any remaining questions and take notes on any requested changes.

A quick note on the Microsoft 365 section. What's listed is a \$0 placeholder item with a note to let you know that we need to assess your current 365 licensing before proposing any changes. This assessment and proposal will take place during onboarding. Since Microsoft requires an annual commitment, and we don't know when your current 365 agreement expires, we don't want to waste your money by needlessly doubling up on licenses.

Here is the quote: [View Your Quote](#)

If you or the lawyer have any questions prior to Monday's council meeting, please let me know.

Thanks,



**brightline**

**Jonathan Williams | Solutions Engineer**  
10355 Citation Dr | Brighton, MI 48116 | 248.886.0248

A "Metro Detroit's Best and Brightest Companies To Work For®" winner for 4 consecutive years



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We have prepared a quote for you

**Managed Service Agreement**

Quote # 004809  
Version 1

Prepared for:

**Village of Pinckney**

Linda Lavey  
[llavey@villageofpinckney.org](mailto:llavey@villageofpinckney.org)

## Managed Services

Qty	Product Details	Recurring	Ext. Recurring
<b>Terms: The initial term of this agreement is 36 months.</b> <b>This agreement is binding to the total contract value. Brightline reserves the right to accommodate discretionary changes to individual product quantities within the terms of this agreement.</b>			
1	<b>Managed IT Infrastructure</b>  Remote Monitoring & Maintenance for (4) Servers  Remote Monitoring & Maintenance for (5) Additional Workstations  Endpoint Detection and Response (EDR) for (4) Servers  Endpoint Detection and Response (EDR) for (5) Additional Workstations  Managed Server Backup - Base Managed Server Backup - Advanced Off-Site Backup Storage - 4 TB  Advanced Network Monitoring with Proactive Alerting Hardware Inventory & Lifecycle Management  <b>Infrastructure Services</b> - Backup Management - Firewall Management <b>Cybersecurity Services</b> - Assistance with Compliance Audits & Surveys - On-Site Assistance with LEIN Audits - Assistance with FOIA Requests <b>Proactive IT Planning</b> - Quarterly Account Reviews - Disaster Recovery Planning	\$2,250.00	\$2,250.00
15	<b>Managed IT Users</b>  Remote Helpdesk Support (7:00-5:00 M-F)  <b>Additional Support Services</b> - 2 Hours On-Site per Month - Discounted Emergency & Afterhours Rates - Third-Party Application Support (requires active vendor licensing/support)	\$200.00	\$3,000.00

## Managed Services

Qty	Product Details	Recurring	Ext. Recurring
	Remote Monitoring & Maintenance for Workstations		
	Endpoint Detection and Response (EDR) for Workstations		
	Advanced Email Security		
	Email Journaling & Backup		
	Learning Management Platform		
	Quarterly Phishing Simulation		
	Automated Monitoring & Reporting on User Cloud App Usage		
	Enterprise Password Management		
15	Discount with 3-Year Agreement (Per-User)	(\$50.00)	(\$750.00)

Monthly Subtotal: **\$4,500.00**

Subtotal: **\$0.00**

## Microsoft 365

Qty	Product Details	Recurring	Ext. Recurring
Existing Microsoft 365 licensing will be assessed during onboarding. Proposed changes will be quoted after a full review with Village.			
15	Microsoft 365 <b>Microsoft 365</b>	\$0.00	\$0.00

## Onboarding

Qty	Description	Price	Ext. Price
50	<p><b>Tech Service - Fixed Fee</b></p> <p><b>Technical Support Services - Fixed Fee</b></p> <p><u>Service Onboarding</u></p> <ul style="list-style-type: none"> <li>- Install Brightline software on workstations and endpoints</li> <li>- Work with existing provider to hand off services</li> <li>- Create network diagram of existing environment</li> <li>- Inventory hardware, software and cloud services</li> <li>- Draft and review Disaster Recovery Plan</li> <li>- Present the Village with recommended IT upgrades, priority and budgetary estimates</li> </ul> <p><u>Microsoft 365 Best Practices Analysis &amp; Hardening</u></p> <ul style="list-style-type: none"> <li>- Enabled combined registration for multi-factor and self-service password reset</li> <li>- Distribute work guide on installing Authentication app and enrollment</li> <li>- Enable self-service password reset portal</li> <li>- Configure Conditional Access policies to restrict access to domestic connections</li> </ul> <p>[Requires Business Premium or equivalent licensing]</p> <ul style="list-style-type: none"> <li>- Disable legacy authentication</li> <li>- Configure password expiration policy</li> <li>- Enable Continuous access evaluation</li> <li>- Restrict access and app registration for non-administrators</li> <li>- Enabled application consent and permissions for non-administrators</li> <li>- Add municipal branding to Office 365 login page</li> <li>- Configure directory level timeout for administrative accounts</li> <li>- Review security score results</li> </ul> <p>*To be performed during standard business hours.</p>	\$175.00	\$8,750.00
1	<p><b>Client Discount - Services</b></p> <p><b>Technical Support Services Discount with 3 Year Agreement</b></p>	(\$8,750.00)	(\$8,750.00)

## Managed Service Agreement

Quote #004809 v1

## Prepared For:

Village of Pinckney

Linda Lavey  
220 S. Howell St.  
Pinckney, MI 48169

P: (734) 878-6206

E: llavey@villageofpinckney.org

## Prepared by:

Brightline Technologies

Jonathan Williams  
10355 Citation Dr.  
Brighton, MI 48116

P: (248) 886-0248

E: jwilliams@brightlineit.com

## Date Issued:

02.08.2024

## Expires:

02.21.2024

## Quote Summary

Description	Amount
Managed Services	\$0.00
Total:	\$0.00

## Monthly Recurring Summary

Description	Amount
Managed Services	\$4,500.00
Monthly Total:	\$4,500.00

By approving this quote, you are agreeing to Brightline's terms and conditions, which can be viewed by clicking [here](#).

We reserve the right to cancel any order arising from price changes, errors, inaccuracies, or omissions. This quote may include an estimate of time, Brightline makes every attempt to estimate time accurately based on the scope of the project, however, actual hours required to complete the setup and/or installation may vary from the estimate and will be billed as incurred upon completion of the project and may be higher or lower than the estimated time stated herein.

**Payment Terms: Billed Monthly****TERMS AND CONDITIONS OF SERVICE**

1. Parties. “**Service Provider**” means Brightline Technologies, Inc., a Michigan corporation. “**Customer**” means the entity or person purchasing Services and/or Materials (defined below) from Service Provider.

2. Application. These Terms and Conditions of Service (these “**Terms**”) define the relationship of Customer and Service Provider and will apply to all purchases by Customer of services (“**Services**”) and any equipment or materials required for Services (collectively, “**Materials**”). Customer acknowledges and agrees that these Terms are incorporated in, and are a part of, each quotation, purchase order, proposal, service order, service level agreement, invoice, release, requisition, work order, shipping

instruction, specification and any other document, whether expressed verbally, in written form or electronic commerce, relating to the Services and Materials to be provided by Service Provider (such documents are collectively referred to as the “**Agreement**”).

3. Updates and Amendments to these Terms. These Terms may be found at [www.brightlineit.com/terms](http://www.brightlineit.com/terms) (the “**Website**”). Customer acknowledges receipt of these Terms and agrees that these Terms include all amendments, changes and modifications thereto as may be subsequently posted on the Website, all of which are deemed to be incorporated herein and binding on Customer. Service Provider shall have the right to further amend, change or modify these Terms from time to time, by posting any such amendments, changes or modifications on the Website. It is Customer’s responsibility to regularly and continually review the Website for amendments, changes or modifications to these Terms and Customer shall be deemed to have been duly notified of, and shall be bound by, any such amendment, change or modification once posted on the Website.

4. Term and Termination. The Agreement between Service Provider and Customer shall commence on the earlier date in which Services begin or Materials are delivered and, unless otherwise specified in the Agreement, shall continue for a minimum term of thirty six (36) months (the “**Initial Term**”). Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods (each, a “**Renewal Term**”) unless Customer notifies Service Provider in writing of its desire not to renew the Agreement at least thirty (30) days prior to the end of any Renewal Term (the Initial Term and each Renewal Term shall collectively be referred to as the “**Term**”).

5. Quotation Expiration. Written quotations are valid for a period of thirty (30) days unless otherwise noted by Service Provider. Service Provider will have the right to withdraw any quote which has not been accepted by Customer within the thirty (30) day time period.

6. Pricing.

(a) Taxes. Prices for Services and Materials and other related information shown in any Service Provider publication including, but not limited to, marketing materials and websites are subject to change without notice. Prices quoted do not include (and Customer will pay) all taxes or fees of any kind which may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale or delivery of the Services and Materials. On an annual basis during the Term, Service Provider, in its sole discretion, may adjust the prices for Services and Materials, which price adjustments shall take effect immediately.

(b) Restocking Fee. Once products have shipped or been provisioned by the distributor, products that are requested to be returned or cancelled by the customer, will be subject to a re-stocking fee of 15% of quoted price of the product.

7. Terms of Payment. Unless otherwise specifically agreed in writing by Service Provider, all invoiced amounts shall be due and payable to Service Provider, without setoff or other deductions or charges, NET Fifteen (15) days of Service Provider’s invoice. Customer shall be responsible for confirming that all invoices are accurate and that all charges are valid. Customer shall be deemed to have conclusively accepted Service Provider’s invoice upon the earlier of (i) payment to Service Provider of any invoiced amounts, or (ii) failure of Customer to notify Service Provider of any concerns or inaccuracies regarding any such invoice within thirty (30) days following receipt of same.

Any amounts due by Customer to Service Provider which are unpaid on or after thirty (30) days of Service Provider’s invoice will bear interest at a rate of one and a half percent (1.5%) per month. The accrual of payment of any interest as provided above will not constitute a waiver by Service Provider of any rights and remedies in connection with a default by Customer. Customer will pay all court costs, attorneys’ fees, and other costs incurred by Service Provider in collecting past due amounts, including interest.

If performance of the Services or shipment or delivery of the Materials is delayed by or at the request of Customer, payment will remain due in full fifteen (15) days from the date of Service Provider’s invoice. In such event, Service Provider may impose, and Customer agrees to pay, storage charges and other incidental expenses incurred by Service Provider as a result of the delay, in addition to any interest on late payments as described above.

8. Suspension of Performance. In addition to the rights of Service Provider set forth in Section 15 below, Service Provider reserves the right to withhold, suspend or stop its provision of any of the Services or the Materials should (i) Customer fail to comply with the terms of Section 7 above or otherwise breach the Agreement, or (ii) any doubt arise as to Customer’s credit or



financial responsibility.

9. **Security Interest.** As security for payment of all accounts due to Service Provider, Customer grants to Service Provider a security interest in all Materials sold by Service Provider to Customer, and Service Provider will have all rights of a secured party under the Uniform Commercial Code with respect to such Materials. Customer agrees and appoints Service Provider as its attorney-in-fact to do, at Service Provider's option, all acts and things Service Provider may require to perfect the above security interest in any one or more jurisdictions, and Customer agrees to pay all applicable filing fees.

10. **Limited Warranty – Disclaimer of Warranties.** Subject to the limitations of Section 11, Service Provider warrants that it will perform the Services as described in the Agreement and will exercise all reasonable skill, care and due diligence in the performances of the Services and shall perform the Services in accordance with professional practice. To the extent assignable, Service Provider assigns to Customer any warranties that are made by manufacturers and suppliers of Materials. EXCEPT AS SPECIFIED ABOVE, MATERIALS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE warranties set forth in this section 10 AND, IF APPLICABLE, AS SET FORTH IN THE SLA (DEFINED BELOW), ARE the sole and exclusive warranties given by service provider with respect to the services and Materials and ARE in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, INFRINGEMENT, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to service provider in specifications, drawings or otherwise.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Service Provider's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Service Provider. To the extent that Customer or its agents have supplied specifications, information, representation of operating conditions or other data to Service Provider in the selection or design of the Services and/or Materials and the preparation of Service Provider's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

11. **Limitation of Liability.** EXCEPT AS SET FORTH IN THE SLA (DEFINED BELOW), THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SERVICE PROVIDER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SERVICE PROVIDER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR THE SERVICES.

THE REMEDIES OF CUSTOMER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SERVICE PROVIDER'S LIABILITY TO CUSTOMER EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC SERVICES OR MATERIALS PROVIDED BY SERVICE PROVIDER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY EXPENSE OCCASIONED BY THE USE OF DEFECTIVE MATERIALS.

12. **Customer Acceptance of Risk.** Customer understands that there are risks associated with the services provided by Service Provider. These risks include, but are not limited to, unauthorized access, data breaches, malware, hacking or other malicious activities and that these risks can result in loss of data, financial loss, reputational damages, regulatory investigation and penalties, or other adverse consequences (collectively, "Cybersecurity Risks").

Service Provider will provide Customer with guidance and assistance in attempting to mitigate these Cybersecurity Risks. Service Provider will use reasonable efforts to inform Customer of Cybersecurity Risks and available mitigation measures and best practices associated with Service Provider's services. But, Customer acknowledges that Customer is ultimately responsible for securing Customer's systems, data, and assets and is free to undertake the measures and practices suggested by Service Provider, or any other measures or practices, as Customer determines in its full and complete discretion. Customer acknowledges and voluntarily accepts all Cybersecurity Risks associated with Service Provider's services. Customer holds Service Provider harmless for any liability resulting from any and all Cybersecurity Risks associated with the Service Provider's



services that are not the result of Service Provider's willful misconduct or gross negligence.

13. **Delivery.** Any delivery dates or other schedule of performance by Service Provider are approximations, and the sole obligation of Service Provider with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Materials or perform the Services, consistent with the reasonable demands of its business. In any event, Service Provider will have no liability to Customer or any other person for delays in performance due to strikes or labor disputes of any type, accidents, fire, floods, acts of God, or actions by governmental authorities, acts, omissions, or delays of Customer or any other third party, shortages of labor, or without limitation of the above, for any causes reasonably beyond the control of Service Provider.

14. **Inspection and Acceptance.** Customer shall have three (3) business days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Customer must give written notice to Services Provider within said period stating why the Services are non-conforming. Failure by Customer to give such notice constitutes unqualified acceptance of the Services.

15. **Cancellation or Termination.** In the event of cancellation of the Agreement by Customer, or in the event of default under the Agreement by Customer which is not cured within fifteen (15) days after notice by Service Provider, and in addition to any fees payable under Section 4 hereof, Customer will pay to Service Provider on demand all direct and indirect costs incurred directly or indirectly by Service Provider in connection with the Agreement, all as reasonably determined by Service Provider, plus any profit to be negotiated with Customer. In no event, however, will any amount payable by Customer under the Agreement exceed the total price payable by Customer for the Services and/or Materials. All discounts given to the agreement that has been terminated or cancelled will be due in full upon termination or cancellation.

16. **Changes.**

(a) **Service Provider Changes.** Service Provider reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, which may exist on the Agreement.

(b) **Customer Changes.** Customer may request changes or additions to the Services and/or Materials. In the event such changes or additions are accepted by Service Provider, Service Provider may revise the price and performance dates.

17. **Service Levels.** To the extent the Services include services hosted on Service Provider's servers, such Services shall be provided in accordance with the Agreement as well as the Service Level Agreement, attached hereto as Exhibit A (the "**SLA**"), which is incorporated herein by reference.

18. **Use of Services.** Customer shall use the Services solely for its internal business purposes, in compliance with applicable law, and shall not: (i) resell, sublicense, lease, time-share or otherwise make the Services available to any third party; (ii) send or store infringing or unlawful material; (iii) send or store Malicious Code; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Services or the data contained therein; (v) modify, copy or create derivative works based on the Services; (vi) reverse engineer the Services; or (vii) access the Services for the purpose of building a competitive product or service or copying its features or user interface.

19. **Customer Data.** All data delivered to Service Provider by Customer in connection with the Services is and shall remain the property of Customer (collectively, "**Customer Data**"). Upon termination of the Agreement, Service Provider shall cause all such Customer Data to be extracted and delivered to Customer on readable media, provided that, Service Provider may withhold delivery until Customer has paid in full all invoiced amounts, which shall include all costs associated with extraction of the Customer Data. Notwithstanding the foregoing, Customer shall confirm that it has received all Customer Data within sixty (60) days following expiration or termination of the Agreement. Following such sixty (60) day period, Customer acknowledges and agrees that Service Provider may remove all remaining Customer Data in its possession, including any copies thereof, without further obligation or liability to Customer.

20. **Software.** Notwithstanding any other provision herein to the contrary, Service Provider, or any applicable third party licensor to Service Provider, shall retain all rights of ownership and title in its respective software incorporated into the Services and/or the Materials (the "**Software**"), including without limitation, all rights of ownership and title in its respective copies of such Software. Customer is hereby granted a nonexclusive, non-transferable, royalty free license to use the Software solely for purposes of

properly utilizing the Services and Materials purchased from Seller.

21. **Restrictions on Use.** Customer shall not, nor shall it cause or authorize any third party to (a) distribute, rent, sell, lease or otherwise display, disclose, transfer or make available to any third party, any of the Services, the Materials, the Software or documentation associated therewith (collectively, the “**Service Provider Property**”) or use the Service Provider Property for the benefit of any third party; (b) modify, change, reverse assemble, reverse compile or reverse engineer the Service Provider Property, or otherwise attempt to discover any source code or underlying proprietary information associated therewith; (c) remove, circumvent or modify security codes, if any, or features serving the identification of the Service Provider Property; or (d) copy the Service Provider Property in any form, without the express written consent of Service Provider. Customer shall not use or allow any person to examine the Service Provider Property for the purpose of creating another system which competes with the Services provided by Service Provider and Customer will not use or disclose to any third party, any data or information relating to the Service Provider Property or the technology, ideas, concepts, know-how or techniques embodied therein.

22. **Transition Services.** Service Provider agrees that in the event of termination of this Agreement, Service Provider shall reasonably cooperate with Customer in the transition to another provider of replacement or substitute services. Service Provider shall be paid at the rates set forth in the Agreement or as otherwise mutually agreed to by the parties. Compliance with this Section by Service Provider shall not constitute a waiver or estoppel with regard to any rights or remedies available to Service Provider in the event termination of the Agreement was due to a breach by Customer.

23. **Non-Solicitation.** Customer shall not solicit, directly or indirectly, or employ any employee of Service Provider during the period that any Services are being provided to Customer and for a period of one (1) year following the termination or expiration of the Agreement.

24. **Modifications and Waiver – Entire Agreement.** Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Service Provider and Customer and can be modified or rescinded only as set forth herein. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Customer to Service Provider confirming its intention to purchase Services and/or Materials described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if such document states terms in addition to or different from those in the Agreement. All agreements between Service Provider and Customer will be solely under the terms and conditions of the Agreement, and Service Provider objects to any and all such additional or different terms contained in any document submitted to Service Provider by Customer. Any execution by Service Provider of any other document submitted by Customer in connection with the purchase of Services and/or Materials does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement, but will constitute only acknowledgment of receipt of such document. In addition, notwithstanding any terms contained in any documents submitted by Customer in connection with the purchase of Services and/or Materials described under the Agreement, the acceptance of delivery by Customer of Services and/or Materials described in the Agreement will constitute a course of conduct constituting Customer's agreement to the terms and conditions of the Agreement, to the exclusion of any additional or different terms and conditions.

25. **Compliance with Laws.** Customer will be responsible for compliance with any and all federal, state or local laws or regulations respecting safety or respecting use of the Services and Materials, and shall indemnify and hold Service Provider harmless from and against any and all claims of violations of such laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance or operation of the Services and Materials.

26. **Assignment.** Customer shall not assign its right or delegate its duties hereunder or any interest herein without the prior written consent of Service Provider, and any such assignment or delegation without such consent shall be void.

27. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Customer and Service Provider agree that the proper venue for all actions arising in connection herewith shall be only in

Michigan and the parties agree to submit such jurisdiction. No action, regardless of form, arising out of the transactions relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

28. Authority. Each signatory represents that it has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fully enforceable against such principal in accordance with its terms.

## EXHIBIT A

### Service Level Agreement

This Service Level Agreement (“SLA”) governs Customer’s access and use of hosted Services on Service Provider’s internal servers under the Agreement. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement, and any capitalized terms not defined in this SLA will have the meanings ascribed to them in the Agreement.

#### Service Availability

The target availability for the Service will be 99.9% per calendar month, excluding Scheduled Downtime (“**Target Availability**”). The Service will be deemed available to the extent access to the Service is available to Customer.

#### Scheduled Downtime

The Service will be unavailable during certain time windows for maintenance purposes as determined by Service Provider (“**Scheduled Downtime**”). Service Provider will use commercially reasonable efforts to plan for Scheduled Downtime between the hours of 5 p.m. Friday and 12:00 a.m. Monday Eastern Standard Time. In certain situations, Service Provider may need to schedule emergency downtime, and Service Provider will use commercially reasonable efforts to provide at least 24 hours prior notice to Customer.

#### Remedy for Failure to Meet Target Availability

If Service Provider fails to meet Target Availability, as Customer’s sole and exclusive remedy, Service Provider will credit Customer’s account the applicable credits set forth below (“**Service Credits**”). Service Credits will be applied only in the month following the failure to meet Target Availability as a separate credited line item on Customer’s invoice.

In order to receive the Service Credit(s), Customer must notify Service Provider within thirty (30) days from the end of the month during which there was a failure to meet Target Availability. Any unused Service Credits will expire upon the termination of the Agreement, and Customer shall not be entitled to receive any payment for the unused Service Credits.

#### Service Credits

<b>Service Availability</b> (per calendar month during the term of your subscription)	<b>Service Credit</b> (incremental)
<99.9% to 99.0%	1/30 <sup>th</sup> of Monthly Fee
<99.0% to 95.0%	1/10 <sup>th</sup> of Monthly Fee
<95%	1/5 <sup>th</sup> of Monthly Fee

#### Exclusions

Service Provider shall not be responsible for, and Customer shall not be entitled to Service Credits for, any Target Availability failures caused by: (i) use or access to the Service by you in a manner not authorized in the Agreement or the applicable documentation, (ii) your equipment or third party equipment, (iii) any Customer data, (iv) third party acts or systems; or (v) general internet problems, force majeure, natural disasters, emergencies, acts of terror or war, or other factors outside of Service Provider’s reasonable control.

## Village of Pinckney

Signature: \_\_\_\_\_

Name: Linda Lavey

Date: \_\_\_\_\_