

# Shoshin Technologies

## MANAGED SERVICES AGREEMENT

This is a Professional Managed Services Agreement between **Shoshin Technologies, Inc. (Consultant)** a North Carolina corporation whose address for notices is PO Box 2514, Kill Devil Hills, NC 27948 and **Town of Nags Head (Client)** whose address for notices is PO Box 99, Nags Head, NC 27959.

### Start Date

The effective start date **July 1, 2019**

### Terms

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter entered into, the parties agree as follows:

**Terms of Agreement.** The engagement shall commence as of July 1, 2019 and shall continue to and include June 30, 2022.

**Relationship.** Consultant is retained by Client solely for the purposes and to the extent set forth in this Agreement, and Consultant's relationship to Client shall during the terms of this Agreement be that of an independent contractor.

**Waiver, Modification, or Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

**Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

## Description of Services – Professional Services Agreement

Consultant shall provide Information Technology (I.T.) support services to the Client and report directly to the Deputy Town Manager.

## Managed Services Agreement

**Shoshin Managed Service Agreement** provides a fixed cost to the Client at monthly charge of \$8700 per month. This highest-level support agreement will include overall responsibility for management and maintenance of all IT systems remotely, onsite when necessary and through vendor management.

Detailed Services Included:

- Outsourced IT Consulting Services
- Unlimited Helpdesk with onsite/remote Assistance
- 24/7 for Critical Emergencies
- Proactive Monitoring and Maintenance
- I.T. Professional Services and Management
- Vendor Management
- Security Package
- Includes Management and Maintenance of all systems through monitoring and patching (Backup Review, Security Review)
- Mini-Projects covered and listed on addendum
- vCIO Services that include attendance at Town Manager / Department Head meetings
- Provide Quarterly Business Reviews – Town and Shoshin to meet regularly to review needs, progress and goals for short-and long-term planning

**Exclusions to Professional Services Agreement**

Services in the agreement as defined above are covered within the agreement. Those items outside of the agreement are:

- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
  - The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
  - Special projects or implementations will be quoted separately.

**Authorized Signatures**

IN WITNESS WHEREOF, the parties hereto have caused this Professional Service Agreement to be signed by their duly authorized representatives as of the date set forth below

The Town of Nags Head, North Carolina

\_\_\_\_\_ Date

\_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ TITLE:

And

Shoshin Technologies, Inc.

3116 North Croatan Hwy, Kill Devil Hills, NC 27948

\_\_\_\_\_ Date \_\_\_\_\_ John Wasniewski, CEO

## Non-Disclosure and Confidentiality Agreement

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Town of Nags Head (Client) that the undersigned Shoshin Technologies, Inc. hereby agrees and acknowledges:

That during the course of Shoshin's agreement there may be disclosed to Shoshin certain of Client's trade secrets consisting but not limited to: technical information including methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and business information including customer lists, customer data, customer passwords, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Shoshin agrees to not during, or at any time after the termination of contracted agreement with the Company, disclose or divulge to others any confidential information or any other proprietary data of the Company in violation of this agreement.

That upon the termination of contracted agreement from the Company: Vendor shall return to the Company all documents and property of the Company, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained during the course of contract.

It is further agreed that Shoshin shall not retain copies, notes or abstracts of the above.

This agreement shall be binding upon Shoshin and its representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

### SIGNED:

\_\_\_\_\_ Date

\_\_\_\_\_  
John Wasniewski, CEO