
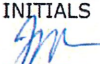





Your Professional IT Support Provider
Atlantic IT – Managed Support Solution
Managed IT Services Addendum ("Services Addendum") (Page 1 of 6)

COMPANY INFORMATION		SERVICE START DATE	
COMPANY ("Customer") Rockaway Valley Regional Sewerage Authority		PRIMARY CONTACT NAME JoAnn Mondsini	PRIMARY CONTACT TITLE Executive Director
BILLING STREET ADDRESS RD#1, 99 Greenbank Road		PRIMARY CONTACT TELEPHONE 973-263-8319	CELL PHONE
BILLING CITY Boonton	STATE NJ	ZIP CODE 07005	PRIMARY CONTACT EMAIL ADDRESS jmondsini@rvrsa.org
MAIN TELEPHONE 973-263-1555	MAIN FAX 973-263-9068		
MANAGED SUPPORT			
INITIALS 		I hereby elect the Managed Support Solution described herein (or as noted on a corresponding Ordering Document) and agree to the Service Terms and Conditions and the Service Level Agreement of this Services Addendum. Pricing is based upon both selected solution entitlements and scope and usage assumptions (which may be based in part upon my representations). I agree to notify ATLANTIC within five (5) days of adding additional users and understand that additional monthly charges and setup fees will apply.	
		Managed Support Fee: 3534.02 /MONTH	
ONBOARDING AND OTHER FEES			
INITIALS 		I hereby agree to the On-boarding Fees and additional services as defined in the remarks	
		ONBOARDING FEES 0 /ONE-TIME	
Summary of Services			
Agreement Type Fully Managed			
<input checked="" type="checkbox"/> Managed Detection and Response (MDR) Quantity:			
<input type="checkbox"/> Managed Detection and Response Premium (MDR) Quantity:			
<input checked="" type="checkbox"/> Dark Web Monitoring (Single Domain)			
<input type="checkbox"/> Email Security			
<input checked="" type="checkbox"/> Microsoft OS Security Patch Management on Server(s) & Endpoints			
<input type="checkbox"/> End User Awareness Training			
<input type="checkbox"/> Multi-Factor Authentication: Quantity:			
Microsoft <input type="checkbox"/> Other <input type="checkbox"/>			
Additional Comments / Information			
Other IT services are billed separately, due to separate agreements or fluctuating costs. They include: 365 subscriptions, Email filter, Email impersonation protection, AV for home users, User Awareness training, MFA, BDR appliance & cloud backup, MDR, SentinelOne EPP/ EDR, Darkweb monitoring, Sonicwall firewall monthly fee and BDR (backup disaster recovery) fees. Per proposal dated December 6, 2023.			
TOTAL SERVICE CHARGES			
Payment Terms (Due Upon Signing):		\$	
INITIALS 		1st Month Service Fee: \$ /MONTH	
100% of the "Onboarding and Other Fees": 0		\$ /ONE-TIME 3534.02	
		TOTAL MONTHLY REOCCURRING	



Your Professional IT Support Provider
Atlantic IT – Managed Support Solution
Managed IT Services Addendum ("Services Addendum") (Page 2 of 6)

TERM & RENEWAL

INITIALS jm

Term of Service ("Initial Term") 12 Months The "Term" is the Initial Term and any Renewal Terms

Customer agrees the Initial Term of this Services Addendum is non-cancellable. The Service Start Date is located on page (1) of this Services Addendum. As a condition precedent to service provision, Customer shall pre-pay upon execution of this Agreement the 1st and last scheduled monthly payment plus any one-time setup charges. The billing cycle shall be deemed to start on the first (1st) day of the first full month of coverage. Payment during any partial month that precedes the first full month of the Term shall be pro-rated and separately paid.

Renewal Terms (each a "Renewal Term," collectively, "Renewal Terms")

The term hereof will automatically renew for successive twelve (12) month periods unless cancelled in writing by either party at least thirty (30) days prior to the end of the Initial Term (or preceding Renewal Term). Renewal prices are subject to change.

SUPPORT SERVICE LEVEL SERVICES ADDENDUM ACKNOWLEDGMENT

Authorization to Install Support & Utilize Remote Access

I hereby authorize ATLANTIC to install remote management, security, desktop agent, and/or backup software on all desktops, servers or other devices managed hereunder. I also authorize ATLANTIC to utilize remote access technology to access our equipment for to provide the Services. Except as otherwise noted herein, the equipment and other items covered hereunder as of the Start Date (as indicated on the Covered Products Schedule) are referred to herein as "Covered Products".

INITIALS jm

Acceptance of the Services Addendum and the Support Level Agreement ("SLA") incorporated herein,

I understand that ATLANTIC provides SLA coverage to my Covered Products as described herein, subject to the terms set forth herein, which terms are incorporated into the Services Addendum.

Limitations of On-Site Support

I understand that, except as otherwise expressly stated, ATLANTIC includes on-site support as a last resort only after all attempts at remote and telephonic support have been exhausted or at the sole discretion of its IT Support Management. Customer agrees to cooperate in good faith with ATLANTIC's efforts to resolve support incidents via remote support and to refrain from, directly or indirectly, impeding, interfering or otherwise frustrating such efforts. Unless expressly included in Customer's Support Plan, On-Site Support is Out of Scope and billable in accordance with the provisions hereof.

FEES FOR OUT OF SCOPE SERVICES

I understand that certain additional fees may apply for Out of Scope Services (as defined below). The below labor rates apply to any Out of Scope Services.

INITIALS <u>jm</u>	Services Addendum Rate	210	PER-HOUR	Hardware/Software At Cost
	Included Users up to	32	USERS	Outside vendor/3rd party Services Billed Directly
	Additional User Rate	125	PER-USER	Additional User Info:
	Additional User Rate	125	PER-USER	

PAYMENT METHOD & BILLING CYCLE

Billing Cycle: ☒ Monthly Billing ☐ Annual Billing

Payment Method:

☐ Payment by ACH*

☐ Payment by Credit Card**

INITIALS jm

By checking the above payment option, Customer authorizes Atlantic to, as applicable, debit from its account (an ACH pull) or charge its credit card for charges arising under this Services Addendum, along with any other charges arising after signing this Services Addendum and/or any other applicable Ordering Document for each Monthly billing Cycle during the Term. As a condition to receipt of Services, Customer agrees to complete and submit any form required to implement the selected payment method. Any fee changes will be reflected on the monthly invoice, which Atlantic will endeavor to provide Customer prior to automated payment processing. This authorization is valid throughout the Term of this Services Addendum, including any renewals. A \$250.00 service charge applies to all returned checks and/or other insufficient funds notices.

**Credit Card payments will include a 3% surcharge.

By signing below, Customer acknowledges and agrees to: (a) pay invoices in accordance with my Billing Cycle and Payment Method selection as required hereunder; and (b) have read, understood, and agreed to the terms of this Services Addendum, including the MSA (as defined below).

Customer Signature, Printed Name and Title:

Date:

Atlantic Signature, Printed Name and Date:



Your Professional IT Support Provider
Atlantic IT – Managed Support Solution
Managed IT Services Addendum ("Services Addendum") (Page 3 of 6)

SERVICES ADDENDUM TERMS AND CONDITIONS

MANAGED IT SERVICES ADDENDUM (This "Services Addendum"), is incorporated into and made a part of the above Services Addendum between Facsimile Communications Industries, Inc., d/b/a Atlantic Tomorrow's Office ("Atlantic") and the entity listed on the Page 1 hereof, ("Customer"). Atlantic and Customer (each a "Party," collectively the "Parties" or "parties") agree that the following terms and conditions will apply to services under this Services Addendum (collectively, the "Services").

1. Managed Services

- 1.1.** Atlantic will perform the specific scheduled support, monitoring and administration identified below. An overview of the devices that will be monitored under this Services Addendum may be provided above. In general (not specific to Customer), "covered products" may include, as applicable, Customer-owned and network connected: servers, switches, firewalls, vpn appliances, routers, network storage, wireless access points, controllers, uninterrupted power supplies (UPSs) and power distribution units (PDUs), workstations and email systems; "covered products" do not include phones, phone systems, printers or any other third party products or services not included on the preceding list. Customer's Covered Products ("Covered Devices," collectively with any other covered products, "Covered Products") are limited to those products from the preceding list in Customer's technology infrastructure as of the commencement of this Agreement and any products added to such technology infrastructure directly by (or approved, in its sole discretion, to be added by) Atlantic during the Term. Customer's elected service plan (e.g. Co-Managed Infrastructure-Only, Fully-Managed) is indicated above, and will establish the parameters/entitlements of the Services and the Covered Products. Following execution of this Services Addendum, as part of its onboarding process, Atlantic will use reasonable efforts to document the details of Customer's Covered Products and other relevant aspects of Customer's technology infrastructure.
- 1.1.1.** Atlantic will monitor Covered Products 24 hours a day, 7 days a week via remote management tools over an Internet connection. Customer hereby consents to remote access by Atlantic to Customer's network and such other actions as Atlantic deems reasonably necessary to perform the Services.
- 1.1.2.** All network-connected Covered Products under this Services Addendum will be monitored for up/down status. For example, should a server or firewall remain off-line, Atlantic will reasonably promptly notify the Customer (except Co-Managed, User-Only support contracts in which Covered Products are limited to workstations).
- 1.1.3.** Atlantic will connect to Covered Products via an internet connection to perform routine and preventative maintenance such as, as applicable, reboots, security updates, desktop defrags, backup event review (if backup is included in Services (pursuant to a separate Ordering Document)), and, to the extent Customer receives Atlantic's end-point protection solution ("EPS") as part of the Services, updating anti-virus definitions. If Customer declines use of Atlantic's EPS, Atlantic is relieved of all responsibility/liability arising directly or indirectly from or in connection with Customer's selected end-point protection product.
- 1.1.4.** Customer is responsible to ensure Covered Devices remain continuously connected to the internet. Customer understands, acknowledges and agrees that Atlantic's ability to perform the above services is subject to Customer's Covered Products remaining continuously connected to the internet.

2. Support Services

- 2.1.** Atlantic will, directly or indirectly, provide Technical Support Services for Covered Products, consisting of assistance to Customer in the resolution of, as applicable based on the coverage plan, network and/or network-related problems via telephone, remote management software (via Internet) or on-site visits, as determined by Atlantic, in its sole discretion.
- 2.2.** Atlantic will, directly or indirectly, monitor, maintain and, as applicable, support Covered Products 24/7/365, as follows:

When	Manner of Support
Monday-Friday, 7am - 7pm (Excluding Atlantic Holidays)("Normal Business Hours")	Live phone support
After-Hours/Weekends/Holidays	voice-messages/emails relayed to dedicated personnel who provide remote support, including escalations, where warranted.

- 2.3.** Atlantic will, subject to limitations outlined in Section 2.4 below, provide reasonable remote liaison services – endeavoring to work with Customer's 3rd party technology vendors (of operation-critical technology products) ("IT Vendor(s)/Manufacturer(s)") to facilitate the resolution of issues arising from such 3rd party technology vendor's operation-critical products. Atlantic's responsibility to perform liaison services is limited to using reasonable efforts to either assist the IT Vendor/Manufacturer to diagnose or (to the extent requiring Atlantic to take action affecting Covered Products) resolve an issue emanating from Covered Products but involving an IT Vendor/Manufacturer (i.e. 3rd party technology vendor). In the event services are required from the IT vendor/manufacturer, Customer is responsible to pay the IT Vendors/Manufacturers for such services. Additionally, Atlantic's performance of such manufacturer's obligations (e.g. installation of a provided "fix") are Out of Scope Services.
- 2.3.1.** Vendor Specific Line of Business Applications. All applications that are proprietary, industry-specific or otherwise non-standard (in Atlantic's reasonable discretion) will be clearly outlined with Software Application name, platform, version, vendor contact and licensing information on a Covered Products and Technology Infrastructure Schedule.

- 2.4. Atlantic's support and coverage hereunder (including, without limitation, liaison services) is limited to equipment, applications software and/or other products within relevant Original Equipment Manufacturer or licensor support lifecycles ("OEM Lifecycles"). Any Equipment, Software or other applications outside of such support lifecycles will be considered End of Life ("EOL" or "EOL Products"). Atlantic uses reasonable efforts to maintain a current list of products with corresponding OEM lifecycles. However, since accuracy and correctness is subject to cooperation from and notification by relevant vendors, Atlantic cannot and does not guarantee that its list is current.
- 2.5. Atlantic's responsibilities hereunder are subject to, *inter alia*, Customer's continued coverage under and compliance with applicable manufacturer/licensor maintenance/support contracts.
3. **Support Level Services Addendums ("SLA")**
- 3.1. Atlantic shall, in its sole discretion, classify each support incident by its level of priority, as follows:
- 3.1.1. Critical – Customer's entire office, business operations or more than 50% of employees are affected and unable to perform work duties due to the reported issue.
- 3.1.2. Standard – At least one of Customer's employees is affected and unable to perform his/her work duties due to the reported issues.
- 3.2. Response Times
- 3.2.1. Atlantic employs commercially reasonable efforts to respond to support requests within one (1) hour during Normal Business Hours and otherwise endeavors to meet the following response times:
- 3.2.1.1. Critical – Within one (1) Business Hour
- 3.2.1.2. Standard – Within four (4) Business Hours
- 3.3. ATLANTIC endeavors to resolve issues/non-conformities during the initial response time; however, extenuating circumstances such as dependency on Customer's third-party hardware/software vendors, or other circumstances outside of ATLANTIC'S reasonable control, including, without limitation, Customer's failure to perform its obligations hereunder and/or non-responsiveness, may impede ATLANTIC'S ability to identify and/or provide a resolution within the time period specified. Under such circumstances, communications with third parties and/or other unforeseeable investigatory methods or actions may be necessary, and such activity may prolong or impede resolution. Such instances will be considered on a "Hold" status until the matter or impediment is, in ATLANTIC'S sole discretion, resolved or removed, as applicable. Customer acknowledges that issues and support incidents that are Excluded or Out of Scope are billable hereunder.
4. **Customer Responsibilities/ Out Of Scope Services/Additional Work**
- 4.1. **Customer Responsibilities.**
- 4.1.1. Customer shall timely provide any permissions, access and/or other actions necessary to facilitate Atlantic's implementation (e.g. loading), establishment and utilization of Services-delivery tools ("Atlantic Tools") on Covered Products, which Atlantic Tools include:
- 4.1.1.1. Remote Management Tool: which enables Atlantic remote monitoring and access to Covered Products (including, Customer's network/infrastructure/workstations, as applicable); and
- 4.1.1.2. Patch Management Tool: through which Atlantic manages, as applicable, all workstation and server operating system security updates and patching.
- 4.1.1.3. Other Discovery and/or Management Tools used by Atlantic to deliver Services.
- Customer acknowledges and agrees that Atlantic Tools are critical to Atlantic's ability to deliver Services. Atlantic Tools require consistent internet connectivity within Customer's infrastructure and specifically to Covered Products. Customer hereby approves Atlantic making any required network changes to the extent reasonably necessary for Atlantic Tools implementation and/or utilization.
- 4.1.2. Customer shall properly and lawfully license any software within Customer's technology infrastructure and remain continuously compliant with applicable licenses/license agreements.
- 4.1.3. Customer acknowledges that OEM or applicable 3rd Party vendor support is required to properly troubleshoot and remedy failures in Covered Products. Accordingly, Customer is responsible for obtaining, maintaining and otherwise supporting, at its own expense, all data processing and communications products, as well as any third party hardware software and/or services, and for complying with any contractual obligations arising in connection therewith. The foregoing includes, without limitation, responsibility for procuring/providing, maintaining and remaining compliant with maintenance agreements on/for all Covered Products and Customer's technology infrastructure, where applicable. The foregoing obligation also includes ensuring hardware/software does not reach EOL. Accordingly, Customer hereby authorizes Atlantic to, on Customer's behalf, renew license and support agreements with manufacturers and licensors of Covered Products, and agrees to promptly pay Atlantic in full for such renewals. Customer acknowledges that failure to do so will materially impede Atlantic's ability to provide Services, may result in extended downtime and may require Customer to purchase additional products or services before a ticket/issue can be resolved. For avoidance of doubt, support services and other performance will be deemed Out of Scope absent a valid and effective OEM support/maintenance contract on all Covered Products and Customer technology infrastructure.

- 4.1.4. Customer shall promptly satisfy, and otherwise remain current on, all financial obligations to Atlantic.
- 4.1.5. Customer shall procure such new (e.g. replacement) or additional hardware, software and/or other products Atlantic deems necessary to mitigate security risks or otherwise facilitate Atlantic’s efficient performance of its obligations hereunder. Any new hardware, software and/or other products must be procured from or otherwise pre-approved by Atlantic (and Customer must provide Atlantic at least sixty (60) days prior notice. For avoidance of doubt, Customer shall provide Atlantic the right of first refusal to provide any hardware, software or other IT products or services (including cybersecurity products and services). To the extent Customer procures hardware, software or other products from a party other than Atlantic, any installation, implementation or support services arising directly or indirectly from or related in any way to any such product Customer are Out of Scope.
- 4.1.6. Customer shall promptly and properly report issues/support requests through Atlantic’s prescribed ticketing system. Customer shall cooperate with Atlantic’s troubleshooting efforts and timely respond to Atlantic staff.
- 4.1.7. Customer shall regularly (not less than once every twenty-four (24) hours) backup all data.
- 4.1.8. Customer shall comply with all applicable federal, state and local laws, rules, ordinances and/or regulations, and with Atlantic’s reasonable instructions.
- 4.1.9. Neither Customer (nor its staff) shall abuse or otherwise excessively utilize Atlantic’s Services.
- 4.1.10. Customer acknowledges that changes to Customer’s technology infrastructure (including Covered Products, providers and network) may adversely affect the performance of Atlantic’s services hereunder. Accordingly, Customer agrees to obtain Atlantic’s prior written consent prior to making material additions, moves and/or other changes (collectively, “Changes”) to Covered Products and/or Customer’s technology infrastructure, including, without limitation, software, networks, ISPs or service providers whose services directly or indirectly impact Covered Products. Customer shall notify Atlantic in writing not less than ninety (90) days prior to such proposed Changes. Atlantic will not unreasonably withhold such consent. For avoidance of doubt, Customer assumes all risks associated with any such Changes, and any services or other performance by Atlantic arising directly or indirectly therefrom will be Out of Scope.

4.2. Out of Scope Services.

- 4.2.1. Services that are not included within the scope hereof are “Out of Scope” or “Excluded” Services, and such Excluded Services are billable at Atlantic’s Agreement Rate (unless otherwise provided). Either party may initiate a request for Excluded Services.
- 4.2.2. Excluded/Out of Scope Services.
 - 4.2.2.1. Onsite Services provided outside of Normal Business Hours and/or where otherwise not expressly included in Services (e.g. where Atlantic deems onsite Services unwarranted, but Customer insists).
 - 4.2.2.2. Excessive use of Services, as determined by Atlantic, in its sole discretion.
 - 4.2.2.3. Labor, products and/or other services or expenses necessary to resolve problems caused by or involving, *inter alia*, any of the following:
 - 4.2.2.3.1. External causes, such as Customer software, other Customer products, high voltage and low voltage cabling/lines, and/or systems not provided by or through Atlantic;
 - 4.2.2.3.2. EOL Products and other pre-existing IT environment, infrastructure or application issues ; 4.2.2.3.3. Computers or networks outside of Customer’s corporate network (including, without limitation, Customers’ employees’ personal devices and/or home networks);
 - 4.2.2.3.4. Failure by Customer to fulfill its “Customer Responsibilities” under this Services Addendum;
 - 4.2.2.3.5. Products, software or hardware not included in Covered Products;
 - 4.2.2.3.6. Changes in the Covered Products and/or managed infrastructure not approved in writing by Atlantic;
 - 4.2.2.3.7. Any negligent or willful act or omission, or unauthorized action (e.g. repair, relocation, combination), of Customer or any third party (other than Atlantic) engaged by Customer;
 - 4.2.2.3.8. Any virus attacks or security breaches (except to the extent introduced directly by Atlantic);
 - 4.2.2.3.9. A condition or issue arising prior to commencement of the Term;
 - 4.2.2.3.10. Recovery and/or restoration of lost, damaged or corrupted data;
 - 4.2.2.3.11. Fire, flood, other act of god, accident, misuse and/or unauthorized attempts by Customer or any third party to repair, relocate, combine or otherwise modify aspects of such environment;
 - 4.2.2.3.12. Customization or development of new interfaces or other consulting services beyond the scope of this Services Addendum; and/or
 - 4.2.2.3.13. Moves, adds, changes and/or labor that requires a 3rd party or subcontractors.
- 4.2.3. Atlantic may recommend improvements (Additional Work) to Customer’s infrastructure, network and/or network related hardware and software based on Atlantic experience and industry accepted best practices in the use and deployment of technology systems. The Charge for Additional Work under this Services Addendum shall be at Out of Scope Agreement rate set forth in this Services Addendum. Should Customer elect to proceed with Additional Work, Customer agrees to pay the total of all Additional Work charges per the terms set forth under this Services Addendum.



Your Professional IT Support Provider
Atlantic IT – Managed Support Solution
Managed IT Services Addendum ("Services Addendum") (Page 6 of 6)

5. General

- 5.1. MSA Incorporation and Entire Agreement.** This Services Addendum incorporates by reference Atlantic's ATO Managed IT Master Service Agreement 20230101 Version (the "MSA"), a copy of which is accessible via <https://tomorrowsoffice.com/mit-terms/> password At!@nT1c. This Services Addendum, as supplemented by the MSA, is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. Except as otherwise expressly provided in this Services Addendum, any conflict between the terms hereof and those of the MSA will be resolved in favor of the MSA.
- 5.2. Governing Law/Venue.** This Services Addendum is executed under the laws of the State of New York and governed by the laws thereof. The federal and state courts located in New York County, New York have exclusive jurisdiction for any controversy arising in connection herewith.
- 5.3. Acceptance.** This Services Addendum shall not be effective until it has been approved and accepted by Atlantic.