

SUNDOG MASTER CLIENT AGREEMENT

This **MASTER CLIENT AGREEMENT** (the "**Agreement**") is entered into as of January 1, 2019 ("**Effective Date**") between SundogIT, Inc., located at 230 E. Lincoln Hwy., DeKalb, IL 60115 – 815.991.2400 ("**Sundog**") and DeKalb County Housing Authority located at: 310 North Sixth Street, DeKalb, IL 60115 (815) 758-2692 ("**Client**").

WHEREAS, Sundog is engaged in the business of providing information technology products and services; and

WHEREAS, Client desires to retain Sundog to provide information technology products and/or services.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement serves as a master agreement and applies to Client's and its Affiliates' purchases from Sundog, or any of its Affiliates, of licenses for software, hardware, equipment, and support, maintenance, subscription, and other services (collectively, "**Product**"). For purposes of this Agreement, "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Client or Sundog, as the case may be. For each Product provided under this Agreement a separate Statement of Work ("**Order**") shall be executed by both parties and, upon such execution, shall be deemed incorporated into this Agreement for all purposes. The parties hereby further agree that they may execute and incorporate more than one Order under this Agreement. In the event of any conflict between the terms of an Order and those of this Agreement, the terms of the Order will prevail.

Product and immediately return such Product to Sundog, together with all related documentation, and copies thereof. Upon written request of Sundog, Client will promptly certify in writing to Sundog that all copies of the Product have been returned, and that any copies not returned have been destroyed. If an Order is terminated with or without cause, Client will promptly pay Sundog for all Product provided, and expenses incurred through the Termination Date. In the event that there is a continuing need for any Product after the termination of this Agreement or Order and Client requests, in writing, to have Sundog provide the Product, this Agreement will automatically renew for the period of time that it takes for the provision of such Product. After notice of termination of this Agreement, it may be necessary for Sundog to provide services in connection with the orderly termination of the Product, including, but not limited to, training, data transfer, license transfers, equipment and software de-installation, and timely transfer of the Product to another designated provider. Client agrees to compensate Sundog for any such assistance, and this Agreement shall continue in effect until Sundog has completed all such transition assistance.
2. **TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will continue until terminated by either party as set forth below. Each Order must be terminated separately and in accordance with its own terms. Similarly, each Order will be effective on the date indicated on the Order and may be terminated as set forth below.
 - 2.1. **Termination for Cause.**
 - 2.1.1. Sundog may terminate an Order if Client fails to pay any applicable fees due for that Order within 10 days after receipt of written notice from Sundog of non-payment; and/or
 - 2.1.2. Sundog may terminate this Agreement or an Order if Client commits any material breach of the applicable Order or this Agreement and fails to cure such breach within 10 days after receipt of written notice from Sundog.
 - 2.1.3. Client may terminate this Agreement or an Order if Sundog commits any material breach of the applicable Order or this Agreement and fails to cure such breach within 10 days after receipt of written notice from Client.
 - 2.2. **Termination Without Cause.** Sundog or Client may terminate this Agreement or Order, without cause, by providing written notice at least 30 days in advance to the other party, but only if no Orders are currently operative.
 - 2.3. **Termination Date.** Pursuant to 2.1 the Termination Date of the Agreement or Order shall be 10 days from receipt of written notice from either Sundog or Client. Pursuant to 2.2 the Termination Date of the Agreement or Order shall be 30 days from receipt of written notice from either Sundog or Client.
 - 2.4. **Upon Termination.** Upon the Termination Date of an Order or this Agreement the right to use a Product will terminate immediately. As such, Client will immediately uninstall (if the Product is software) and cease to use the terminated
3. **CLIENT RESPONSIBILITIES.**
 - 3.1. **Payment Terms.** Client will pay Sundog all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of federal, sales, state, or local sales, use, VAT, customs duties, excise, and any other applicable taxes or governmental fees assessed on, or connection with the Product or Order, which Client will pay (excluding taxes based upon the net income of Sundog). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) per month from the date due until paid in full, unless and to the extent Client notifies Sundog of a billing dispute in writing within 10 days of receiving the invoice. Client shall pay all expenses, including but not limited to, actual attorneys' fees incurred by Sundog or its representatives in enforcing its rights under this Agreement or an Order, including all attorneys' fees and costs pertaining to collection, provided that Sundog is successful on the merits. Client's obligation to pay undisputed amounts due and Sundog's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Product is Free On-

Board shipping point. Unless otherwise stated in an Order, Client agrees to pay or reimburse Sundog for all actual, necessary, and reasonable expenses incurred by Sundog in performance of such Order, which are capable of verification by receipt.

3.2. **Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement or Order. Client shall pay any such taxes unless a valid exemption certificate is furnished to Sundog for the state of use.

3.3. **Cooperation.** Client shall provide ready access to all appropriate hardware, software, documentation, personnel (e.g., end-users and technical representatives), office space, equipment, and passwords necessary for Sundog to provide the Product. Client shall provide external communications capability to enable Sundog to access Client's information technology system remotely. Upon Sundog's request, Client shall provide an employee or representative to be present during any onsite work by Sundog outside of Client's normal business hours. Client grants Sundog authorization to view any Client data as necessary to provide the Product. Client further authorizes Sundog to delete, change and/or rewrite any files, settings, software, and data as necessary to provide the Product, to the extent consistent with the standards and practices in the industry.

4. **CONFIDENTIALITY.**

4.1. **Mutual Confidentiality.** Each party hereto agrees to hold in confidence and not disclose Confidential Information of the other party. "Confidential Information" means information which relates to a party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party. Notwithstanding the foregoing, a party may disclose Confidential Information of the other party if required by applicable law. Each party will promptly notify the other in the event such a disclosure is made. This provision shall survive the expiration or termination of this Agreement.

4.2. **Employee Confidentiality.** In addition to the requirements of Section 4.1 above, Sundog shall ensure that any employee performing services for the Client shall execute Sundog's Non-Disclosure Agreement. Such agreement shall require employees to refrain from disseminating any information related to Sundog's business that would be deemed confidential, material, or important and each employee shall take reasonable precautions to protect the privacy and integrity of Client's information, data, documents, and records. The Non-Disclosure Agreement shall survive after employment is terminated.

5. **ALLOCATION OF RISK**

5.1. **Disclaimer of Damages.** EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, OR ANY OTHER THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST OR DAMAGED BUSINESS REPUTATION OR GOODWILL,

LOST BUSINESS OR FINANCIAL OPPORTUNITY, LOST COMPUTER USAGE, LOST DATA, AND COSTS OF SUBSTITUTE EQUIPMENT), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

5.2. **Limitation of Liability.** EXCEPT FOR VIOLATIONS OF SECTION 4, SUNDOG'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT PAID OR PAYABLE BY CLIENT FOR THE APPLICABLE PRODUCT OR ONE MONTH OF SERVICE. Sundog is not responsible for damages caused by any third-party software or hardware.

6. **NECESSARY RIGHTS; WARRANTIES; INDEPENDENT CONTRACTOR; NON-SOLICITATION.**

6.1. **All Necessary Rights.** If, as part of Sundog's provision of the Product, Sundog is required to use, copy or modify any third-party system (hardware, software or other technology) provided or licensed to Client, then prior to Sundog's provision of such Product, Client will acquire all rights necessary for Sundog to provide the Product.

6.2. **Limited Warranty.** In the absence of any warranty language in the applicable Order, the warranty terms set forth in this section 6.2 apply: Sundog does not warrant any goods, such as hardware or equipment; Client's only recourse for same is pursuant to the manufacturer's warranty. Sundog warrants that any services performed will be of a quality conforming to generally accepted practices that are standard within the technology support industry. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6.2.1. **Independent Contractor.** Nothing in this Agreement will be construed to make either party an employer, employee, agent, joint venture or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than Sundog and Client. All of the services performed by Sundog will be performed as an independent contractor. Sundog will perform such services under the general direction of Client, but Sundog will have sole discretion to determine the manner, method and means of performing such services subject to the provisions of this Agreement and applicable Order. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. Sundog will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to Sundog and Sundog's employees.

6.2.2. **Non-Solicitation of Employees.** Client acknowledges that Sundog has a substantial investment in its employees that provide services to Client under this Agreement and that such employees are subject to Sundog's control and supervision. In consideration of this investment,

Client agrees not to solicit, hire, employ, retain, or contract with any of Sundog's employees, without first receiving Sundog's written consent.

If any employee terminates his or her employment with Sundog (regardless of the reason for termination) and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during the term of this Agreement or within a 12-month period following termination thereof, Client shall be deemed to have violated this non-solicitation provision. In the event of any violation of this provision and in acknowledgement of the irreparable harm such violation shall cause, Client shall immediately pay Sundog an amount equal to 50% of the aggregate yearly salary or wage, including any bonuses to such employee.

7. MISCELLANEOUS/OTHER PROVISIONS.

- 7.1. **Severability.** Should any term or provision of this Agreement be declared invalid, or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions will remain unimpaired and in full force and effect.
- 7.2. **Notices.** Notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.
- 7.3. **Assignment.** Client may not assign this Agreement, or any rights granted in this Agreement to any third party, except with the prior written consent of Sundog. The Products provided to Client under this Agreement may be assigned, delegated or subcontracted by Sundog to a third party whom Sundog determines in its sole judgment to be qualified to provide the Products assigned, delegated or subcontracted.
- 7.4. **No Waivers.** Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.
- 7.5. **Force Majeure.** Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. Sundog's time of performance shall be extended, if or when reasonably necessary, in the event: (i) that Client fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed-upon schedules; (ii) of a special request by Client or any governmental agency authorized to regulate, supervise, or impact Sundog's normal processing schedule; or (iii) that Client fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Sundog's performance hereunder. This section does not apply to the payment of monies or any breach of [Section 4](#).
- 7.6. **Entire Agreement.** This Agreement, together with each Order, constitutes the entire agreement between Client and Sundog, and supersedes any prior or

contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter.

- 7.7. **Referencing.** Client agrees that Sundog and its Affiliates may refer to Client, by name, as a Client of Sundog, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of Sundog who wish to evaluate the technical specifications of Product.
- 7.8. **Survival.** [Sections 2, 4, 5, 6 and 7](#) will survive the termination or expiration of this Agreement.
- 7.9. **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 7.10. **Sundog's Right to Modify This Agreement.** Sundog reserves the right to modify the terms of this Agreement, including any Order, at any time, provided such modifications are reasonable, fair, and in good faith. Sundog may modify this Agreement by providing Client with written notice of the modification. Such modification will become effective 15 days after notice to Client unless Client consents to an earlier date. Such notice to Client shall be sent via email or U.S. mail, return receipt requested. Any other changes to this Agreement, including an Order, may be made only by an instrument in writing signed by the parties hereto. To the extent that Client requires or requests additional Products or changes to the Products set forth in any Orders, Sundog will charge an additional Fee for the same. Such Fees will be set forth in an amended or new Order, which will also provide a description of the changed or additional Product(s) being requested. Once such an Order is signed by both parties, it shall be incorporated by reference into this Agreement.
- 7.11. **Voluntary Agreement.** The parties have entered and executed this Agreement freely and voluntarily based on their own independent judgment, after consultation with their respective counsel (or the opportunity to consult counsel), and without duress, coercion, or undue influence of any kind.
- 7.12. **Client to Indemnify Sundog.** Client shall at all times indemnify and hold Sundog harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which Client may be subjected by reason of any act or omission of Sundog, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of this Agreement, including, but not limited to, personal injury (including death) and loss of or damage to property of Client or others. This provision applies even if the loss is caused by Sundog's active negligence. However, this provision shall not apply in the event the loss is due solely to Sundog's negligence or willful misconduct.
- 7.13. **Choice of Law.** The terms of this Agreement and any Order incorporated herein shall be interpreted and enforced in accordance with the laws of the State of Illinois. It is expressly understood by the parties that any dispute arising hereunder, unless settled by the parties,

shall be resolved by legal action in the Circuit Court of the
Twenty-Third Judicial Circuit, DeKalb County, Illinois.

Each party and signatory hereto warrants and represents that this Agreement constitutes the legal, valid and binding obligation of each party as of the Effective Date.

SundogIT, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Client

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

32FAD316-FFCD-46D0-ACFF-07FF0FDC62F8

Vivian Bright

Operations Director

12/21/2018

TotalCARE Statement of Work

This **TotalCARE Statement of Work** dated January 1, 2019 supplements the Master Client Agreement (the "**Agreement**") between SundogIT, Inc. ("**Sundog**"), located at 230 East Lincoln Hwy Suite 200, DeKalb, IL 60115 815.991.2400 and DeKalb County Housing Authority ("**Client**") located at 310 North Sixth Street, DeKalb, IL 60115 (815) 758-2692. This Statement of Work ("**Order**") consists of the terms below, the signature page, and any unique attachments to this Order, which are all incorporated into the Agreement by this reference and are made a part of the Agreement for all intents and purposes. Any capitalized terms not defined herein are defined by the Master Client Agreement.

Service Description

Sundog's TotalCARE service is designed to provide proactive support services that seek to anticipate and prevent IT problems before they occur. This service is built upon the successful installation and configuration of technologies that Sundog's service team utilizes to monitor and maintain critical technology systems.

TotalCARE Deliverables

Coverage

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Sundog through remote means during Business Hours. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions below. Hardware costs of any kind are not covered under the terms of this Order.

Support and Escalation

When an issue arises, Client must contact Sundog to open a Trouble Ticket. The Trouble Ticket will document the Client's request for assistance, including the nature and scope of the problem the Client is experiencing, and the level of urgency expressed by the Client to address the problem. A Trouble Ticket can be opened on our support portal by emailing our Help Desk at support@sundogit.com, or by calling 815.991.2400 if email is unavailable. Each contact will be assigned a Trouble Ticket number for tracking purposes and will be responded to in the order in which they are received. Sundog will respond to Client's Trouble Tickets during Business Hours and with its best efforts After Hours or on Holidays as defined below.

Service outside Business Hours

Upon Client's request, Sundog will provide Emergency Response services After Hours and on Holidays, subject to Sundog's availability. Any request made outside of the Business Hours described below shall be subject to provisions under "Hours of Operation and Labor Rates". Client consents and agrees to be billed separately for any Emergency services provided.

Additional Services

Hardware/System Support

Sundog shall provide support of all hardware and systems, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Order. Should third-party Vendor Support Charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Monitoring Services

Sundog will provide ongoing monitoring and security services of all critical devices capable of being reasonably monitored. Sundog will provide monthly reports as well as documentation of critical alerts, scans and event resolutions to Client when requested. Should a problem be discovered during monitoring, Sundog shall make every attempt to rectify the condition in a timely manner through remote means.

Training

Upon request, Sundog will provide an Annual Training Session to Client staff on any current IT topic Sundog has expertise in.

Quarterly Business Reviews

Sundog will facilitate an onsite/call QBR for the purpose of discussing Client's IT strategy, budgeting, and to discuss Sundog's performance.

TotalCARE Covered Services

Description	Frequency	Included	Not Included
<i>General</i>			
Audit Windows devices	As performed	✓	
Executive Reporting	Monthly	✓	
<i>Site</i>			
Check managed router logs	As needed	✓	
Check firewall logs	As needed	✓	
Performance Monitoring/Capacity Planning	Ongoing	✓	
Monitor switches, hubs and internet connectivity making sure everything is operational (available for SNMP manageable devices only)	Ongoing	✓	
Monitor and Maintain office connectivity to the Internet	As needed	✓	
<i>Servers</i>			
Manage Servers	Ongoing	✓	

Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	√	
Permissions and file system management	As needed	√	
Set up new users including login restrictions, passwords, security, applications	As needed	√	
Set up and change security for users and applications	Ongoing	√	
Monitor for unusual activity among users	As needed	√	
Document hardware changes	As performed	√	
Monitor print queues	As needed	√	
Monitor Critical Server Services	Ongoing	√	
Keep Service Packs, Patches and Hotfixes current as per Microsoft best practices.	Monthly	√	
Confirm that antivirus virus definition auto updates have occurred per industry standard best practices.	As needed	√	
When applicable, confirm that antispymware updates have occurred per industry standard best practices.	As needed	√	

Monitor Event Log of servers and identify any potential issues	As needed	√	
Monitor hard drive free space on server	Ongoing	√	
Exchange Server user/mailbox management	As needed	√	
Monitor Active Directory replication	As needed	√	
Basic SQL server management	As needed	√	
Reboot servers as per MS best practices or otherwise if needed	As needed	√	
Run scheduled defrag and check on all drives as per industry standard best practices.	As needed	√	
Scheduled off time server maintenance	As needed	√	
Install software upgrades	As needed	√	
Maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	√	
Alert Client to dangerous conditions <ul style="list-style-type: none"> • Memory Running Low • Hard drive showing sign of failure • Hard drive running out of disk space • Network Cards report unusual collision activity 	As needed	√	
Reverse user errors where possible (deleted files, corrupted files, etc.)	As needed	√	

Backup

Provide Backup Software and Target Appliance with Office Site Replication	Ongoing	√	
Monitor status of backups	Ongoing	√	
Restart Failed Services	Ongoing	√	
Test backups with restores – (Daily Login Screen Check)	As needed	√	
Restore as needed (Excluding Disaster Recovery)	As needed	√	
Offsite Replication Included – 30 Day Retention	As needed	√	

Disaster Recovery

Disaster Recovery of Server(s)	As Needed	√	
Disaster Recovery of Workstations(s)	As Needed	√	

SPAM Protection

Provide SPAM Filtering Service for all mailboxes	Ongoing	√	
--	---------	---	--

Virus Protection

Support Antivirus Software for all connected devices running Microsoft Windows	As needed	√	
--	-----------	---	--

Firewall

Firewall Appliance	Ongoing	√	
Update Firmware	As Needed	√	
Update Warranty and Service Agreement	As Needed	√	
Deploy current Firewall Appliance	As Needed	√	

Content Filtering

Update Content Filter Subscription	As Needed	√	
Ads/Removes/Changes to Content Filter User list	As Needed	√	

Desktops

Manage Desktops	Ongoing	√	
-----------------	---------	---	--

When applicable, keep Service Packs, Patches and Hotfixes current as per Microsoft best practices.	Ongoing	√	
Confirm that antivirus virus definition auto updates have occurred per industry standard best practices.	As needed	√	
When applicable, confirm that antispymware updates have occurred per industry standard best practices.	As needed	√	
Monitor for unusual activity among users	As needed	√	
Ensure Microsoft Office Applications are functioning as designed	As needed	√	
<i>Printers</i>			
Manage Printers	Ongoing	√	
<i>Microsoft Office 365</i>			
User Management	As Needed	√	
<i>PDA's & Smart Phones</i>			
Manage PDA's & Smart Phones	Ongoing	√	

Suitability of Existing Environment

Minimum Standards Required for Services

For Client's existing environment to qualify for Sundog's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running a currently supported Microsoft Server Operating System, and have all the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a currently supported Microsoft Windows Operating System, and have all the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and capable of sending notifications of job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be one or more outside static IP address(es) assigned to a network device, allowing remote access.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Order.

Excluded Services

Services rendered under this Order do not include:

1. Parts, equipment or software not covered by Client's vendor/manufacturer warranty or support.
2. Installation of any new equipment or technology into Client's environment. These services will be quoted and billed separately from this Order.
3. The cost of any parts, equipment, or shipping charges of any kind.
4. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
5. The cost of any third-party Vendor or Manufacturer Support or Incident Fees of any kind.
6. The cost to bring Client's environment up to minimum standards required for Services.
7. Failure of Sundog to perform due to acts of God, building modifications, theft, or other adverse environmental conditions or factors.
8. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Sundog, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Sundog.
9. Maintenance of Applications software packages, whether acquired from Sundog or any other source.
10. Work performed by Sundog outside Business Hours.
11. Programming (modification of software code) and program (software) maintenance.
12. Training Services of any kind outside of annual provided training.

Sundog Property

Sundog provides certain equipment on Client premises as specified in Appendix A and/or labeled as Sundog property as part of this Order. Upon termination of this Order any Sundog property located on Client premises must returned to Sundog personnel within 48 hours in good condition and working order. If Sundog property is not returned or is returned damaged, Sundog shall invoice Client for replacement value of the property. Payment will be due upon receipt of said invoice.

Hours of Operation and Labor Rates

Business Hours

8:00AM to 5:00PM Monday – Friday (Except Holidays)

After Hours

Monday-Friday after 5:00PM CST or Before 8:00AM CST and all-day weekends and holidays.

Emergency Response

Any mission-critical function which requires a faster than normal response

Hourly Rate

\$125 per hour during Business Hours

\$199 per hour during After Hours

\$199 per hour for Emergency Service

Labor Rates are subject to periodic change

Fees and Payment Schedule

Fees will be invoiced to Client on a Monthly basis and will become due and payable on the first day of each month. Payments will be made via ACH (Automatic Clearing House). Services will be suspended if payment is not received within 15 days following date due. Refer to TotalCARE Cover Services for services covered by the monthly fee under the terms of this Order.

It is understood that any and all Services requested by Client that fall outside of the terms of this Order will be considered a separate project, and will be quoted and billed as separate, individual Services.

Term of Order


This Order will begin on January 1, 2019 and will continue until terminated by either party as set forth in the Master Client Agreement. This Order will be reviewed annually to address any necessary adjustments or modifications. Should adjustments or modifications be required (outside of new additional technologies) that increase the monthly fees paid for the services rendered as under this Order, these increases will not exceed 6% of the value of the existing monthly fees due under this Order.

Acceptance of Order

This Order covers only those services and equipment listed in in this Order. Client understands that the pricing in this Order is calculated based on the current number of Client's employees, equipment, and services needed at time this Order is executed by the parties. In the event that Client's needs change due to the addition or subtraction of any employees, equipment, or services, and if acceptable to Sundog, Client agrees to an immediate adjustment to the Client's monthly charges based on the aforementioned changes without prior notice.

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

Accepted by:

Cohen Barnes	Sundog	Date
	Housing Authority of the County of DeKalb	12/21/2018
Contact Name	<Company Name>	Date