



## Managed Technical Support Services Agreement

This Managed Technical Support Services Agreement ("Agreement") dated as of the 10th day of December, 2019 by and between Quikteks, LLC, a New Jersey limited liability company ("Quikteks") and the Borough of Alpha ("Client"), located at 1001 East Blvd Alpha, NJ 08865.

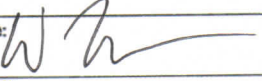
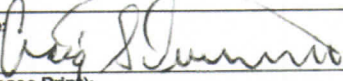
Quikteks and the Client agree as follows:

Client requests, and Quikteks agrees to provide, the Managed Technical Support Services as indicated below at the rates listed below (which rates are subject to change upon written notice to Client) for the systems and devices listed below.

In addition, Client shall pay Quikteks a monthly fee as described in Exhibit A, which shall be subject to annual increases as provided in writing to the Client ("Monthly Fee"). Agreement to start January 1st, 2020.

<input checked="" type="checkbox"/> Firewall(s)	<input checked="" type="checkbox"/> Wireless Access Point(s)
<input checked="" type="checkbox"/> Antivirus System(s)	<input checked="" type="checkbox"/> Wireless NIC(s)
<input checked="" type="checkbox"/> Data Back Up System(s)	<input checked="" type="checkbox"/> Domain Controller(s)
<input checked="" type="checkbox"/> VPN Service(s)	<input checked="" type="checkbox"/> Member Server(s)
<input checked="" type="checkbox"/> UPS	<input checked="" type="checkbox"/> Desktop
<input checked="" type="checkbox"/> Switch(s)	<input checked="" type="checkbox"/> Laptops
<input checked="" type="checkbox"/> Network Device(s)	<input checked="" type="checkbox"/> Email Support via Microsoft 365

In signing this Agreement, the representative acknowledges that he/she is authorized to sign on behalf of Client; has read and agrees to the Standard Terms and Conditions page 2 of this agreement; and agrees to Quikteks' credit terms and credit hold policies

	Company: Borough of Alpha
Manager Signature: 	Signature: 
Name (Please Print): Dominick Tammaro	Name (Please Print): Craig S. Dunwell
Title: Vice President	Title: Mayor
Sales Manager: N/A	Email Address: mayordunwell@alphaboronj.org
Address: 373E Route 46, Fairfield, NJ 07004	Address: 1001 East Blvd Alpha, NJ 08865
Phone: 973-882-4644      Fax: 973-882-7911	Phone: 908-454-0088      Fax:



## MANAGED TECHNICAL SUPPORT SERVICES AGREEMENT

### 1. Services.

(a) Quikteks shall provide ongoing technical support for personal computers and software and network systems for Client on the terms and conditions set forth herein.

(i) Technical support services for Client's software, servers, personal computers and network and any additional services described in Exhibit A, attached hereto and made a part hereof, which services shall be delivered by Quikteks, during its regular business hours (x) by on site service by a Quikteks technician or (y) if authorized by Client, by offsite internet connection to the personal computer or network requiring support from a Quikteks support center via remote access to Client's personal computers and network, telephone and e-mail correspondence. Client has elected the Technical Support Services indicated on the front of this Agreement. Technical Support Services shall be billed upon completion of services or monthly on a time and materials basis as set forth in Exhibit A.

(ii) Quikteks shall maintain a support center in a remote location, staffed by technical support personnel. Client shall be provided with telephone, fax and e-mail contact information to be used by Client when requesting service under this Agreement. Quikteks shall maintain regular business hours of 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding State and Federal legal holidays. After Hours support available on a call back basis and after-hours support may be billable.

(iii) If Client requests and authorizes Quikteks to utilize offsite internet remote access, Quikteks shall install remote connectivity software on each personal computer and network to enable remote access by Quikteks to Client's personal computers, Servers, and network via Client's internet connection, and shall configure software, as necessary, to provide Quikteks with necessary permissions for such access and each component of Client's computer system covered by this Agreement shall be electronically tagged by Quikteks for identification purposes only and Client hereby authorizes Quikteks to do so. Client shall be solely responsible for providing a reliable internet connection for each of its personal computers and network which is covered by this Agreement.

( ) Requests by Client to move, add or change the network or the network environment (MAC and/or project) are not included in the Technical Support Services to be provided. All MACs are billed to Client on a time and material basis.

### (b) Definitions.

(i) The term "personal computer" as used in this Agreement shall mean any personal or laptop computer running Windows 10, Windows 7 and any modifications developed by the licensor of such software or systems and servers running Server 2016, 2012 and 2019.

(ii) The term "software" as used in this Agreement shall mean any commercially available software program that will run under the operating systems described in (i) above, which are licensed to Client by license in full force and effect during the course of this Agreement.

(iii) The term network as used in this Agreement shall mean two (2) or more personal computers connected to one another via a recognized network solution.

### (c) Anti-Virus Back-up

This Agreement is expressly conditioned upon Client installing and maintaining on each personal computer an industry recognized anti-virus program such as ESET Nod 32, Malwarebytes Pro, Norton Anti-Virus, McAfee or the equivalent, as may be developed from time to time and become generally available, and a hardware firewall at the perimeter of the network, each updated regularly to current standards at the sole cost and expense of Client. Client hereby represents and warrants that it has installed and uses, not less than daily, an industry recognized back up system for all of the data contained on Client's personal computers and network. Client shall be solely responsible for verification of successful backup.

### 2. Payment.

(a) Client shall be responsible to pay the Monthly Fee as described in Exhibit A each month and any other charges described in Exhibit A, which charges shall be billed monthly and shall be due on a 30 day net basis. Client agrees to pay .05% per month on all charges due and not paid in accordance with this paragraph calculated from the due date of such charges.

(b) Client shall pay for all software and equipment purchases made or to be made by Quikteks on behalf of Client, as may be agreed upon by the parties, from time to time.

(c) Client shall be responsible for Quiktek's costs of collection for fees due and not timely paid in accordance with this Agreement, including but not limited to reasonable counsel fees and court and arbitration costs incurred.

### 3. Restriction on Hiring: Liquidated Damages.

Client agrees that neither Client nor its affiliates shall hire, directly or indirectly, any employee of Quikteks or ex-employee of Quikteks within 12 months of an employee's termination from Quikteks who has provided service under this agreement to Client within the 2 years prior to completion or termination of this

Agreement. Client hereby acknowledges that hiring an employee or ex-employee of Quikteks in violation of this provision would cause material damage to Quikteks, the value of which is difficult to determine. Accordingly, Client hereby agrees that in the event Client breaches this provision, Client shall be responsible to pay \$50,000 as liquidated damages to Quikteks for each breach of this Agreement.

### 4. Term: Termination.

The initial term of this Agreement shall be one year. Upon expiration, the term shall be extended automatically on an annual basis terminable by either party on 30 days prior written notice to the other party. Client shall be responsible to pay the service fees due hereunder through and including the date of termination.

### 5. Limitation of Liability.

Quikteks makes no warranty or representation, express or implied, to anyone as to fitness for a particular purpose, merchantability, condition, capacity, performance, freedom from claims of infringement, or any other aspect of these services or any equipment or software provided or installed in connection with the services under this Agreement or our materials or workmanship. Quikteks will not be liable for any liabilities losses or damages including without limitation, direct indirect, incidental, special or consequential damages, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss of use, or increased expense of use you or any third party incur, whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if Quikteks or any other person has been advised of the possibility of such liabilities, losses or damages. Quikteks is not responsible for problems or damages that occur as a result of Client's use of software or hardware. Quikteks shall not be liable under any warranty or implied warranties contemplated by the Uniform Commercial Code of the State of New Jersey or any other jurisdiction or for any damage to Client's personal computers or network caused by a virus of any type now known or unknown. Client's recovery in any action against Quikteks may not exceed the total payments made to Quikteks for services provided pursuant to this Agreement in the immediately preceding 4 weeks. In no event will Client or Quikteks assert a cause of action against the other, except for nonpayment more than one year after the cause of action accrued.

### 6. Miscellaneous.

(a) Assignment This Agreement may not be assigned by Quikteks or Client, provided, however, that Quikteks may assign or delegate rights under this Agreement in connection with the sale of a controlling interest, in its Company or merger or consolidation with any other entity, or sale of all or substantially all of the assets of Quikteks.

(b) Governing Law This Agreement and the services rendered hereunder shall be governed by the laws of the State of New Jersey and all actions between Quikteks and Client concerning this Agreement or otherwise shall be brought only in the courts of the State of New Jersey, County of Bergen, or the federal courts of the United States in the District of New Jersey.

(c) Arbitration Client and Quikteks agree that in the event of a dispute between them except for nonpayment of fees, that all such disputes which are not settled shall be submitted for arbitration with the American Arbitration Association for arbitration in accordance with its rules for commercial disputes. Arbitration shall take place in the State of New Jersey, County of Warren. The parties shall bear their own costs and expenses in connection with arbitration and shall split equally the costs and fees charged by the American Arbitration Association and the arbitrator. Any arbitration award shall be enforceable by application for judgment to the New Jersey Superior Court, Bergen County. Notwithstanding the foregoing, in the event of a dispute based on an invoice not in excess of \$3,000, Client and Quikteks agree that the aggrieved party may bring an action in the Superior Court of New Jersey with respect to such claim.

(d) Entire Agreement There are no oral agreements between the parties affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, letters, proposals, brochures, agreements, representations, promises and understandings between the parties hereto with respect to the subject matter hereof and no such information shall be utilized to interpret or construe this Agreement. This Agreement may not be modified unless by written instrument signed by Quikteks and Client. This Agreement, including the schedules and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between Quikteks and Client. The parties have executed this Agreement as of the date first above written.

QUIKTEKS, LLC

(CLIENT)

By: 

By: 

Name:  
Title:

Name:  
Title:

Craig S. Dunwell,  
Mayor



## Exhibit A

**Client:**

Borough of Alpha  
1001 East Blvd  
Alpha, NJ 08865

**Quikteks Rep:**

Nick Tammaro  
Vice President  
973-882-4644 x201  
[ntammaro@quikteks.com](mailto:ntammaro@quikteks.com)

**Managed Service Monthly Fee** Recurring Price \$850

Add-ons services & products:

**Offsite Backup** monthly fee @ \$100 per 1 TB

**Malwarebytes** monthly fee @ \$3.75 per server/ workstation

Monthly Silver package- per quote 3792

**Equipment and Applications Supported**

- Servers
- UPS
- Security
- Email
- Backup
- Switches/ routers
- Workstations

**Included in service for supported equipment and applications:**

- Onsite support
- Remote support
- Real Time Remote Monitoring
- Patch management
- Proactive maintenance
- Anti-Malware protection management.
- Monthly reporting
- Consulting

Not included in the service is project work (i.e. server upgrades) which would be a pre-negotiated flat rate.