

THIS AGREEMENT, is dated the 1st day of January, 2023 and is by and between Netegrity Consultants, LLC, a New York Limited Liability Company maintaining an office for the transaction of business at 142 County Route 6, Phoenix, New York 13135 (hereinafter referred to as “Netegrity”) and the Town of Dryden, a New York Municipality, maintaining an office for the transaction of business at 93 East Main Street, Dryden, New York 13053 (hereinafter referred to as “DRYDEN”).

RECITALS

WHEREAS, Netegrity has expertise in providing an ISP Support and Call Center Services for the type of network operated by DRYDEN; and

WHEREAS, DRYDEN is desirous of entering into an Agreement with Netegrity to retain Netegrity to provide an ISP Support and Call Center Services for DRYDEN’s network and services.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration including the mutual promises set forth herein, the parties agree as follows:

1. Commencing on the first day of the first month following the execution of this Agreement by both parties, Netegrity will provide the following services to DRYDEN:
 - a. Phone based ISP Helpdesk in the United States for the DRYDEN Internet Service from a Call Center and Internet Help Desk operated by Netegrity on a twenty-four (24) hour per day, seven (7) day per week, 365 day per year basis. The Netegrity ISP Help Desk will be established to service up to five hundred (500) DRYDEN subscribers and will be staffed with competent technicians who will offer technical support and represent DRYDEN in a competent and professional manner. Netegrity shall address and respond to all issues relating to compliance with Federal regulations for the products and services they provide including protecting Customer Proprietary Network Information (CPNI). Netegrity will provide the trouble ticket system which DRYDEN staff can have login accounts to review tickets or view escalated tickets and enter resolution information.
 - b. **Network Management** – Network Monitoring of the ISP Network and hardware. In the event of failure, Netegrity will contact the

appropriate vendor(s) and work with them until resolution. In the event of hardware failure, DRYDEN will provide remote hands, if necessary, to assist in replacing any failed components. **OLT Maintenance and Administration**, which includes security updates, firmware updates, and backups. **Network Administration**, includes creation of VLANS, customer speed profiles, device firmware upgrades, Server (DHCP, CMS) operating system maintenance and patches.

- c. Sales support – take new subscriber information for new or future service and coordinate installs with vendor. Use information obtained from customer to provision the ONU for the installer. Enter customer information on a Google form located on a Town of Dryden Google account.

2. DRYDEN agrees to provide Netegrity with telephone lines or a SIP trunk to our PBX for inbound calls at no cost to Netegrity.

3. Term.

It is agreed and understood that the term of the ISP Support and Call Center services to be provided by Netegrity as set forth in paragraph 1 will commence on the date of the execution of this Agreement by both parties and continue until 36 months from the commencement date. Thereafter, either party may terminate this Agreement at any time upon sixty (60) day notice to the other party. Termination of this Agreement will be without prejudice to rights and obligations accrued to the date of termination.

4. Service Level.

Netegrity will maintain a monthly Service Level Agreement (“SLA”). The SLA will be at least 80% of all calls will be answered within 30 seconds, measured monthly. Netegrity PBX reports will be provided with the monthly invoice.

In order to maintain this SLA, the Netegrity Call Center will be staffed to sufficiently handle the calls based on the total DRYDEN end user or subscriber count, which will be provided by DRYDEN occasionally, or provided at Netegrity’s request. If the customer count exceeds the maximum number of actual customers in the current pricing tier,

Netegrity will increase the monthly billing to the pricing tier the customer count falls into (Schedule A).

If the SLA is not maintained for any reason, or the DRYDEN service is determined to be consistently unreliable, causing a high volume of calls, either party may terminate this Agreement with at least sixty (60) days written notice to the other party.

5. Confidential Information.

As used herein, “Confidential Information” shall mean all information, whether in written, oral, electronic or other form, furnished or disclosed on or after the date hereof by DRYDEN to Netegrity, and specifically includes, but is not limited to, all business and financial information, assets, marketing and strategic plans, analysis, projections, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, data, all customers, employees, suppliers, vendors, professionals involved with the Business Opportunity (“Contact Persons”), and all other documents and materials concerning DRYDEN and its affiliates, including the terms of this Agreement, and any prices, fees, financing arrangements, and schedules hereto.

6. Non-Confidential Information

Confidential Information shall not include any of the following:

- (a) such information in the public domain at the time of the disclosure, or which subsequently comes within the public domain through no fault of Netegrity;
- (b) such information which was in the possession of Netegrity at the time of disclosure that was not acquired, directly or indirectly, from DRYDEN;
- (c) such information which Netegrity acquired from a third party who did not require DRYDEN to hold the same in confidence and who did not acquire such information through breach of an agreement; or
- d) Information independently developed by Netegrity without use of any Confidential Information.

7. Indemnification.

Each party (an “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party and the other party’s officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from any

and all claims, whether groundless or otherwise, and from and against any and all liabilities, judgments, losses, damages, costs, charges, reasonable attorneys' fees, and other expenses of every nature and character by reason of gross negligence or willful misconduct of the Indemnifying Party or any of its employees, agents or representatives in connection with the performance of this Agreement by the Indemnifying Party. Each party's obligation to indemnify and defend the other with respect to any claim shall be subject to (i) the party against whom a claim is filed providing the other party with prompt notice of such claim, (ii) the Indemnifying Party having sole control over the defense and settlement thereof, (iii) the other providing the Indemnifying Party with the information and assistance necessary to defend or settle such claim as reasonably requested by the other.

8. Limitation of Liability and Disclaimer of Warranties.

Except for the express warranties and undertakings set forth in this Agreement, Netegrity DISCLAIMS ANY AND ALL WARRANTIES RESPECTING THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NETEGRITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL NETEGRITY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF HOW ARISING, EXCEED THE AMOUNT OF FEES PAID TO AND RECEIVED BY NETEGRITY. In the event any of the above limitations of liability and/or disclaimers of warranties is not allowed by law, the liability of Netegrity arising out of otherwise relating to the services shall be limited to the maximum extent permitted by law.

9. Governing Law and Venue.

This Agreement will be governed by the laws of the State of New York, without regard to principles of conflicts of law. Any action brought shall be in an Onondaga County venue and both parties irrevocably consent to the exclusive jurisdiction of said courts.

10. Force Majeure and Assignment.

Neither party shall be liable to the other for its failure to perform any of its obligations pursuant to this Agreement or under any SOW or acknowledgment thereof,

during any period in which such performance is delayed by circumstances beyond its reasonable control. Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent, provided, however, that Netegrity may assign this Agreement, in whole or in part, to one or more affiliates.

11. Non-Solicitation of Employees.

During the term of this Agreement and for a period of one (1) year thereafter, neither DRYDEN nor Netegrity, or any of their affiliates shall not directly or indirectly, solicit, hire or otherwise retain as an employee any employee of or consultant of Netegrity Consultants, LLC or DRYDEN who was assigned to any part of the services and/or products delivered pursuant to this Agreement. Further, DRYDEN and Netegrity agree not to solicit, encourage or request any such covered employee to leave the employment of the other party.

12. Independent Contractor Status.

It is agreed and understood that this Agreement does not establish an employer-employee relationship between Netegrity and DRYDEN and that Netegrity is an independent contractor.

13. Payment.

DRYDEN will pay to Netegrity the sum of Four Thousand Six Hundred Seventy and 00/100 Dollars (\$4,670.00) per month, including any applicable sales tax, payable monthly in advance on the first day of each month except for payment for the first month which will be made at the time of the execution of this Agreement by both parties. The fee for each month will be deemed earned in full on the first day of that month. If any payment due pursuant to the terms of this Agreement is not paid within thirty (30) days after its due date, DRYDEN shall pay Netegrity on demand a processing fee of five percent (5%) of the amount overdue. Processing fees shall not be subject to refund or rebate or credited against any other amount due.

14. Agreement Supersedes Prior Agreements.

This Agreement shall supersede any previous agreement whether written or oral between Netegrity and DRYDEN with respect to any of the matters dealt with herein.

15. Interpretation.

This Agreement shall be interpreted and enforced under the laws of the State of New York and cannot be changed, altered or modified without the express written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Netegrity Consultants, LLC

By: _____
Scott Brennan, Managing Member

Town of Dryden

By: _____

Schedule A

Pricing

Solution – Sales/Install Schedule Support	Monthly
New Customer Signup and Install Coordination with vendors	\$1,200.00

Solution - Helpdesk	Monthly
24/7/365 helpdesk for ISP 1-500	\$1,670.00
501-1000 subscribers	\$2,040.00
1,001-1500 subscribers	\$2,440.00

Solution – Network Management	Monthly
Network monitoring	\$1,800.00 1-500 subs
Ciena Maintenance and Upgrades	\$2,160.00 501-1,000 subs
Network administration/ONU Provision	\$2,592.00 1001-1500 subs