

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR
MANAGED INFORMATION TECHNOLOGY SERVICE**

WHEREAS the Rensselaer County Industrial Development Agency (the Agency) is in need of managed Information Technology services for its staff offices at the Quackenbush Building, and

WHEREAS, the Agency did seek three quotes for said services, and

WHEREAS, TAG Solution's proposal, a copy of which is annexed hereto, did offer the best price, as well as the Information Technology service which appears to best meet the needs of the Agency, now therefore be it

RESOLVED, that the Executive Director is hereby authorized to enter into a contract with Tag Solutions for managed Information Technology services, in accord with the attached proposal, said contract to be subject to approval by Agency Counsel as to form.

Resolution ADOPTED by the following vote:

Ayes: 4

Nays: 0

Abstain: 0

November 10, 2022

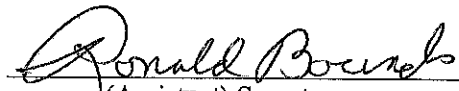
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 10, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 10th day of November, 2022.



(Assistant) Secretary

(SEAL)

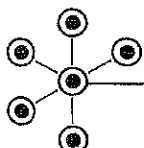


Complete Managed I.T. Services Agreement

TAG Solutions, LLC

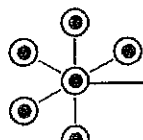
Prepared for: Rensselaer County IDA

Date: 9/19/2022



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Scope of Services

1. TAG Solutions Philosophy

TAG Solutions exists to conquer one simple mission, helping our Customers achieve the success they desire.

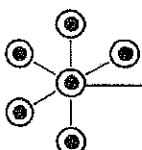
This simple, yet powerful purpose has permeated every aspect of our business. It dictates who we hire, how we manage our resources, the anatomy of our organizational chart and how we tactically provide services our customers.

Our Managed Services program is influenced by a few core beliefs that are required to deliver this promise to our customers:

We are Obsessed with our Customers Achieving Success – Obsessions are ideas or thoughts that continually preoccupy or intrudes a person's mind. TAG Solutions is the only Managed Service Provider that has a defined "Customer Obsession" process. This process consists of tactical exercises, tools and technology that develops great relationships with customers, discovers the true goals, desires and success criteria of customers, and intentionally aligns resources with mission of helping our customers succeed.

We believe process promotes predictable results – Information Technology can be complex, confusing and at times even overwhelming. We designed our Managed Service program by first identifying the most desired outcomes (see "Section 2. Guaranteed Outcomes"). Then, we developed specific business processes that will produce the desired outcomes with certainty. Our entire approach is process driven because we demand predictable results for our customers.

We believe that Proactive Roles yield the greatest value – Network outages and computer issues are incredibly disruptive. Many IT professionals spend their entire day "fighting" computer problems. Their measurement of success is based on how many tickets they can close that day. It is important to fix computer issues quickly when they arise, but it is far more important to relentlessly work to eliminate computers problems before they ever have a chance to emerge. Therefore, a third of our support team are placed in proactive roles and tasked with aligning our customer networks to industry best practices, reducing overall disruptions and noise and planning for the future.

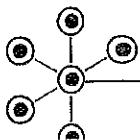




2. Guaranteed Outcomes

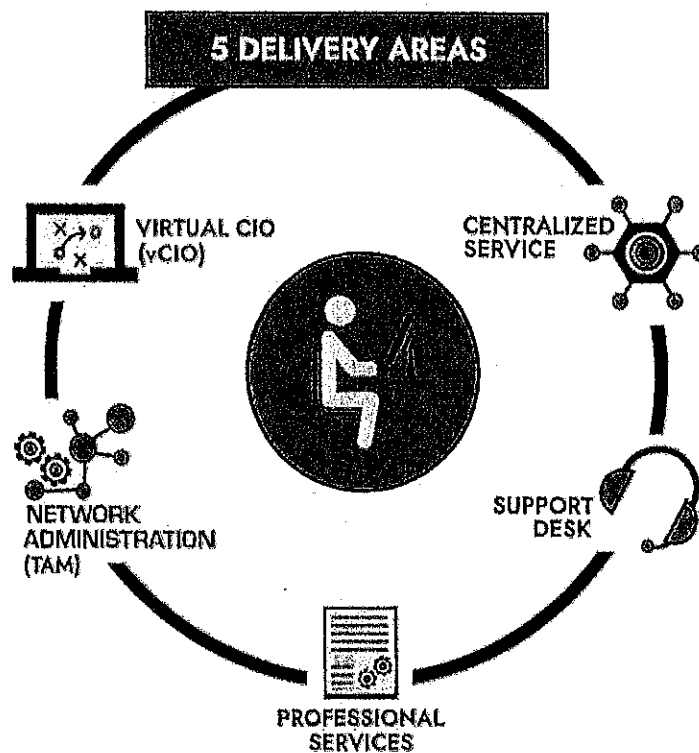
TAG Solutions will provide Rensselaer County IDA with the following outcomes or deliverables as a result of executing the services outlined in this Managed Services Agreement:

- 1) Increased Productivity – Slow computers, technology outages, virus outbreaks and other Information Technology “Noise” greatly impacts the overall productivity of an organization. Employees require dependable computers, laptops, and connectivity to get their jobs done. TAG Solutions will reduce the amount of reactive, unannounced, and disruptive IT incidents by 50% or more.
- 2) Reduction of Risk – Information Technology introduces tremendous amounts of risk to most organizations. There are Accidental Risks, Environmental Risks, Technical Risks and Cybersecurity Risks that if recognized can cause catastrophic consequences. TAG Solutions will continuously align device configurations, network architecture, and the overall technology environment to industry best practices and standards. The alignment process will create awareness of risk and then reduce overall risk.
- 3) Information Technology Strategy – It is imperative to align Information Technology Strategy with Organizational strategy. Business decisions made about computing systems can have a significant impact on an organizations ability to conquer strategic objectives. TAG Solutions will create an IT strategy and provide a tangible roadmap to achieve future success.
- 4) Information Technology Budget – Many organizations spend 7% or more of revenue on Information Technology related expenses. Every dollar invested in technology must be invested with intent and purpose. Wasteful spending is simply unacceptable. In addition, investments must be planned for in advance. It is a travesty when organizations are forced to deal with immediate or surprise IT expenses. TAG Solutions will create and maintain an IT budget that eliminates surprise IT expenditures and aligns investments with organization strategy.



3. Service Delivery Areas

TAG Solutions delivers the Guaranteed Outcomes defined in Section 2 of this agreement by including five (5) specific Service Delivery Areas in the scope of this Managed Services Agreement. Each delivery area is designed to create intentional division of labor, leverage individual strengths, and provide clear accountability. All Service Delivery Areas work together



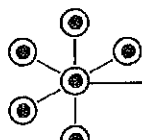
to reduce IT noise and align IT strategy with organizational strategy.

Each Service Delivery Area is further defined below:

- 1) Support Desk – TAG Solutions will provide remote information technology helpdesk services 24 hours a day, 7 days a week. Support requests can be initiated by calling or emailing the support desk. All support requests will be responded to by a friendly, and knowledgeable IT professional. Each request will be logged and assigned a unique support ticket number. Support requests will be reviewed at least monthly to identify opportunities to reduce or eliminate future support incidents.



- 2) Centralized Services – TAG Solutions will assign a dedicated Network Operations Center (NOC) Manager to the customer. The NOC Manager will deliver the following proactive services such as system patching and device monitoring remotely with the use of a software agent installed locally on customer computing devices. The goal the Central Services Delivery Area is to minimize support requests and increasing overall network performance and optimization.
- 3) Network Administration - TAG Solutions will assign a dedicated Technology Alignment Manager (TAM) to the Customer. The TAM's goal is to regularly assess the Customer's computer network environment and identify technical risk (things that could create future network outages!) and opportunities to improve overall computer and network performance. The TAM will present the findings from alignment assessments to the Virtual Chief Information Officer (vCIO) for consideration.
- 4) Virtual Chief Information Officer (vCIO) – TAG Solutions will assign a dedicated vCIO to the Customer. The vCIO's goal is learn the Customer's business, understand the opportunities to reduce technical risk from the TAM and use this information to craft an Information Technology Strategy and associated Information Technology budget.
- 5) Professional Services – Information Technology projects are inevitable. System upgrades, migrations and the implementation of new applications and infrastructure will be required from time to time in order to reduce IT noise or execute strategic initiatives. The professional services, hardware and software required to complete IT projects are not included in the scope of this agreement and will be billed separately, with the Customers approval, as fixed fee engagements. When IT Projects are implemented, TAG Solutions will provide dedicated resources such as a Project Manager, Engineers and Technicians required to complete the engagement in a timely and comprehensive fashion. All IT projects will be completed using TAG Solutions' formal Project Management Methodology which is based largely on the Project Management Institute (PMI) guidelines and standards.



4. Meet Your Team

TAG Solutions has over 40 full-time employees who are committed to helping our Customers achieve their desired success, but here are few that will be critical to fulfilling the contractual commitments of this agreement.

Bryan Spinner, vCIO



Bryan has been working in the tech industry since 1998, and he holds a degree in Computer Science from Siena College. He has previously worked in Washington D.C. as IT support in the White House, and then worked at an international law firm for three years before returning to Albany. He worked for a small firm where he gained a great understanding of what customers need and how to build customer relationships. He joined the TAG Solutions team in 2010 and was working on designing solutions for customers, until he moved into the vCIO role which he has held for 7 years. He works hand in hand with the Technology Alignment Manager (TAM) to ensure that TAG Solutions provides the best IT strategy for our customers.

JP Davis – Technology Alignment Manager (TAM)



JP has been working in the IT field for 20 years and has worked for both private and publicly traded companies. He has significant expertise in regulatory measures and ensuring that organizations stay in compliance with those. He works closely with the vCIO to continuously align customer computer networks with industry best practices and eliminate the technical risks that create network outages and disruptions.

Joel Katz – Head of Design Desk Services



Joel has a 20+ year background architecting and engineering information technology and business communication environments. Joel is the head of TAG Solutions' Design Desk and oversees all efforts required to research, vet and engineer technology solutions that solve business challenges and help execute organizational strategy. He works closely with the vCIO and TAM to ensure that every investment in technology yields predictable and desired results.

Richard Stockwell – NOC Manager



Richard is a highly credentialed Information Technology professional with 20+ years of experience in the field. Richard is the head of TAG Solutions Centralized Services delivery area and oversees all aspects of systems monitoring and patching. Richard works closely with the Support team to create self-healing automation tools that prevent systems and computers from breaking and causing annoying outages.

5. Summary of Services

The following services will be supplied across four distinct service delivery areas to provide the guaranteed outcomes outlined in Section 2.

| Service Delivery Area | Provided |
|---|----------|
| Support Desk | |
| 24x7 Helpdesk Support Services | ✓ |
| Centralized Services | |
| Patch Management Program | ✓ |
| Anti-Virus & Anti-Malware (Endpoint-Based) | ✓ |
| System Device Monitoring | ✓ |
| Alerting and Notification | ✓ |
| Network Administration | |
| Technology Alignment Reviews | ✓ |
| Network Documentation | ✓ |
| Asset Lifecycle Management | ✓ |
| Virtual Chief Information Officer (vCIO) | |
| Organizational Profile | ✓ |
| Business Impact Analysis | ✓ |
| Technology Steering Meetings | ✓ |
| Technology Roadmap | ✓ |



6. Services Defined

TECHNICAL SUPPORT

24x7 Helpdesk Support Services. TAG Solutions will provide information technology helpdesk services 24 hours a day, 7 days a week. Customer can initiate a service request by calling or emailing the helpdesk. All service request will be logged and assigned a unique ticket number.

NETWORK OPERATIONS CENTER (NOC) SERVICES

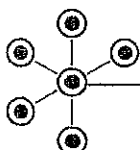
Patch Management Program. For all servers, workstations and laptops running a manufacturer supported operating system, TAG Solutions will (i) apply all operating system patches considered critical by Microsoft, monthly or more frequently if needed; (ii) apply critical security patches to browsers and common applications or software such as, but not limited to Java, Adobe products, Safari, and Google Chrome, monthly or more frequently if needed.

Note: Some patches/updates issued by hardware or software manufacturers may cause new network and/or functionality issues. TAG Solutions does not test every patch but relies on manufacturer recommendations as to what patches to apply. As specified in the Agreement, the Customer holds TAG Solutions harmless for any downtime or other damages attributed to patch and firmware maintenance activities.

Anti-Virus & Anti-Malware (Endpoint-Based). TAG Solutions will (i) provision a third-party endpoint protection software on every endpoint in the customer's network included in the Agreement, (ii) apply anti-X signatures/definitions for the software as they are released by the manufacturer; (iii) upgrade the software version on each device as required, per TAG Solutions discretion; and (vi) continuously verify that the endpoint protection signatures are up-to-date through remote means.

System & Device Monitoring. For Security, Firewall and Perimeter devices, TAG Solutions will (i) use software to remotely and passively monitor the devices 24 hours a day, 7 days a week and (ii) be alerted if any monitored device does not respond within fifteen (15) minutes.

For Windows-based Servers (virtual and physical), TAG Solutions will (i) provision a software agent on all physical and virtual Windows-based servers (not virtual hosts) that will provide monitoring information to TAG Solutions; (ii) monitor services identified to be critical by TAG Solutions or the Customer, based on each server's role; (iii) monitor critical metrics on each server, including available drive space and performance metrics; and (iv) if required, TAG Solutions will open a service ticket to investigate and/or resolve the issue.





For the Storage Area Network (SAN) devices that are compatible with TAG Solutions Remote Monitoring and Management (RMM) tools, TAG Solutions will (i) use software to remotely and passively monitor the devices 24 hours a day, 7 days a week, and; (ii) be alerted regarding Logical Unit Number (LUN) space, RAID status, pool space, and network connection status.

For Network device(s) capable of management, TAG Solutions will (i) use software to remotely and passively monitor the device(s) 24 hours a day, 7 days a week, and; (ii) be alerted if any device does not respond within fifteen (15) minutes or interface errors are detected. If the monitoring activities conducted by TAG Solutions appear to indicate (i) failed physical device and/or (ii) network connectivity issues, TAG Solutions will open a service ticket to investigate and/or resolve the issue.

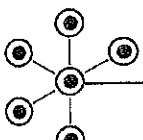
Alerting and Notification. TAG Solutions will provide email alerts and notification to Customer, if preferred, and the TAG Solutions Helpdesk team when the passive monitoring activities of technology assets identifies potential issues that could or will result in network outages or disruptions. A service ticket will be created and automatically responded to by the TAG Solutions Helpdesk team during normal business hours.

NETWORK ADMINISTRATION

Technology Alignment Reviews. TAG Solutions will assign a dedicated Technology Alignment Manager (TAM) to conduct monthly or more frequently, onsite Technology Alignment Reviews per the Customer's desire. The reviews will continuously assess the Customer's information technology environment against industry standards, best practices and regulatory requirements otherwise known as "Standards". The goal of the review is to identify technical risks occurring from misalignment with "Standards" and proactively align the information technology environment with "Standards" over time.

Network Documentation. TAG Solutions will create and provide Customer with Network Documentation including but not limited to (i) asset information such as location, make, model, serial number, OS version, device narrative, etc; (ii) network diagram(s); (iii) environmental photos and; (iv) configuration files.

Asset Lifecycle Management. TAG Solutions will (i) maintain a complete inventory of information technology assets as discovered during the Customer onboarding process and regular Technology alignment Reviews; (ii) track and assure that the manufacturer support agreement for the asset is valid and active, (iii) and inform Customer if the asset is moved to and "end of life" or "end of support" status by the manufacturer.



Organizational Profile. It is imperative for the IT support function of any Organization to completely understand and appreciate all aspects of the organizations business practices, culture, and identity. TAG Solutions believes that the creation of an organic document titled, "The Organizational Profile", is the initiation of an exhaustive and continuous effort to comprehend "Who" our customer is, "Why" they exist, "What" they do, and "How" they do it.

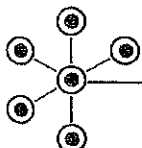
Business Impact Analysis. TAG Solutions will conduct an analysis of all critical business functions with the organization's executive management team. The sudden and sustained loss of each business function will be discussed, and the tangible and intangible impacts of supporting technology infrastructure and platforms will be quantified and documented. The result of this analysis will be the generation of Recovery Point Objectives, or RPO and Recovery Time Objectives, or RTO for each applicable workload or application. Conducting a Business Impact Analysis (BIA) is recommended prior to drafting a Disaster Recovery Plan as it helps to determine critical components of the DR plan such as the recovery approach, procedure, and timeline.

Technology Steering Meetings. TAG Solutions will provide a dedicated Virtual Chief Information Officer (vCIO) who will schedule and conduct regular, at least quarterly, meetings with Customer stakeholders to discuss (i) the findings of the Technology Alignment Reviews and (ii) recommendations that will reduce or eliminate technical and business risks. The goal of the meeting is to make decisions related to the efforts required to move the Customer's information technology environment to full alignment with industry standards, best practices, and regulatory requirements.

Technology Roadmap. TAG Solutions will create a working document that identifies all (i) service or project work required to make approved changes or improvements to the Customer's information technology environment; (ii) estimate start and completion time for each project; and (iii) estimated investments required to complete project work. As decisions are made during the Technology Steering Meetings, the Technology Roadmap will be updated and remain current.

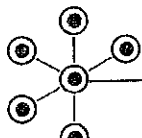
7. Service Delivery

- a. The Customer understands and agrees that TAG Solutions will use its best effort to resolve any and all issues remotely prior to traveling to the Customer site to address an issue. The Customer also understands and agrees that a network engineer will be dispatched to the Customer site at the sole discretion of TAG Solutions.
- b. The Customer agrees to designate a person as the primary contact, "Primary Contact", who is authorized to commit the Customer to expenses that will be incurred through the performance of the Services provided under this Agreement, as well as those not covered under this Agreement.





- c. TAG Solutions will deliver the troubleshooting and support services under this Agreement as required, on a 24 hours a day, 7 days a week basis.
- d. The Customer understands that TAG Solutions generally recognizes and declares the following days as holidays: New Year's Day; Memorial Day (Observed); Independence Day (Observed); Labor Day (Observed); Thanksgiving, including the day following Thanksgiving, and; Christmas Day, including the day immediately before Christmas Day, if Christmas Day falls on a Saturday, or the day immediately after Christmas Day, if Christmas Day falls on a Sunday. TAG Solutions offices will be closed on recognized holidays but troubleshooting and support services will continue to be available.
- e. The passive network monitoring services provided under this Agreement will be provided 24 hours a day, 7 days a week, 365 days per year. Events detected by network monitoring services will be responded to during Normal Business Hours, unless otherwise covered in this Agreement. Normal Business Hours are 8AM EST – 5PM EST, Monday – Friday.
- f. The Customer agrees to request all technical support provided under this Agreement through the creation of trouble tickets entered into the TAG Solutions service management system. Any issues not included in a trouble ticket will not be assessed by TAG Solutions until one is created.
- g. Unless otherwise agreed by TAG Solutions, all trouble tickets must be opened and/or initiated by one of the authorized contacts designated by the Customer, via an e-mail message to the TAG Solutions Help Desk at support@tagsolutions.com, or; via telephone at (518) 292-6500, Option 2 / (585) 512-1011, Option 2 / (800) 724-0023, Option 2.
- h. TAG Solutions will respond to trouble tickets submitted by the Customer under the provisions of Section 8 of this agreement, "Service Level Agreements". Each technical support request will be assigned a unique trouble ticket number for tracking purposes.
- i. The Customer understands that SLA commitments defined in this agreement will only be recognized after the New Customer Onboarding process is completed by TAG Solutions.
- j. The Customer understands and agrees to the escalation procedure detailed in Section 9 of this agreement, "Technical Support and Escalation".



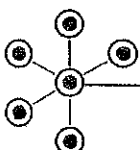


- k. TAG Solutions shall provide support for all hardware devices that are supplied by the Customer, provided that all devices are covered under a currently active Vendor Support Contract. Any hardware-related service requests including, but not limited to, hardware failure or issues caused by outdated or failing hardware on hardware not covered under a Vendor Support Contract may be excluded from this Agreement and will be billed separately at TAG Solutions standard hourly rate at the sole discretion of TAG Solutions.
- l. All software in use on Customer devices must be genuine, currently licensed, and manufacturer supported. Any software in use on any Customer devices that does not meet these provisions may be excluded from coverage under this Agreement at any time at the sole discretion of TAG Solutions. TAG Solutions agrees to work on behalf of the Customer as a consultant and/or liaison in the troubleshooting and resolution of software issues.
- m. Any fees due to software vendors/manufacturers must be approved and/or paid by the Customer prior to TAG Solutions commencing work with the third-party on any issue. If necessary, any fees due to third-party software vendors/manufacturers, but arranged through TAG Solutions, will be properly documented, and billed back to the Customer by TAG Solutions.

8. Service Level Agreements

Response Time is defined as the elapsed time between the time the Customer opens a trouble ticket and the time that TAG Solutions begins remediation efforts.

| Service Ticket Type | Response Time |
|---|---------------|
| Incident: Any event that is unplanned and causes an interruption or deterioration of normal network, system, computer or application performance. Examples include sudden system outages or hardware failure. | 1 Hour |
| Request: A formal request to provide or change something. Examples include the provisioning of new computers / users, installation of new software, or planned upgrades to the existing environment. | 8 Hours |



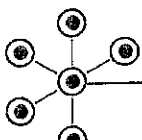


9. Technical Support and Escalation

| Support Level | Description |
|---------------|---|
| Tier 1 | All support incidents begin in Tier I, where the initial trouble ticket is created. The issue is identified, clearly documented, and basic hardware and/or software troubleshooting is initiated. This is done either with or without contact with, or the remote cooperation of the Customer, depending on the nature, extent, and origin of the reported issue. Tier I will escalate a ticket to the next tier if the incident or request is not resolved in 5 working hours. Business critical incidents, once confirmed by Tier I, will be immediately escalated to Tier II or III depending on the nature of the reported issue. Business critical incidents are defined as outages or significantly degrade performance of critical business functions, as defined in the Business Impact Analysis completed by the vCIO. |
| Tier 2 | All support incidents that cannot be resolved through Tier I support are escalated to Tier II, where more complex support on hardware and/or software issues can be provided by more experienced and/or more highly certified network engineers. Tier II will escalate a ticket to the next Tier if the incident or request is not resolved in 1 working hour. |
| Tier 3 | Support Incidents that cannot be resolved by Tier II support are escalated to Tier III, where engagement of hardware and/or software manufacturer support is initiated, if necessary. |

10. Customer Responsibilities

- a. Prior to commencing delivery of the Services, the Customer agrees to provide TAG Solutions with all of the technical information necessary to provide the services under this Agreement including, but not limited to (i) Internet Service Provider (ISP) name, support telephone number, account number, technical contact information, and password(s) (ii) public IP address(es), current Internet router and/or firewall configurations, access lists, permissions, passwords, and login credentials, and (iii) a network diagram and/or other basic network documentation.
- b. The Customer agrees to provide adequate working space, utilities, and satisfactory environmental conditions for all TAG Solutions equipment and personnel.
- c. The Customer agrees to coordinate with TAG Solutions, as needed, full and safe access to the Customer premises for the purposes of installation, service, support, inspection, repair, and/or performing any other activities related to the delivery of the Services under this Agreement.
- d. The Customer agrees to provide TAG Solutions with thirty (30) days written notice of the Customer's intent to change the physical location where the Services are provided.



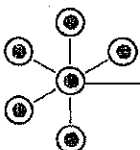


- e. The Customer agrees to provide at least one employee local to each Customer location who is capable and willing to assist with basic troubleshooting activities including but not limited to (i) Rebooting systems and computers (ii) Plugging in physical connections such as network cables and power cords and (iii) Physically moving equipment.
- f. The Customer agrees to disclose all relevant information about information technology assets, including but not limited to; (1) Asset location, (2) Asset Make / Model, and (3) Administrative Credentials for the asset to TAG Solutions during the initial new customer onboarding process and throughout the term of this agreement. The Customer agrees to notify TAG Solutions about information technology assets that are either introduced to their environment or decommissioned from their environment throughout the term of this agreement.
- g. The Customer agrees to provide TAG Solutions with copies of their organizational and information technology and information security policies so that TAG Solutions can comply with specific policy statements associated with the services provided in this agreement.
- h. The Customer agrees to execute an Assumption of Risk memorandum and release TAG Solutions from certain guaranteed outcomes, as defined in Section 2, when deciding to not mitigate technical risk identified by TAG Solutions during the technology alignment process.

11. Exclusions

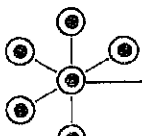
This Agreement does not include:

- a. New or replacement parts, equipment, software, or vendor/manufacturer warranties and/or support for devices not owned by the Customer or intended for residential use.
- b. The cost of any parts, equipment, or shipping charges.
- c. The cost of any software, licensing, or software renewals.
- d. The cost of any third-party vendor or manufacturer support incident fees of any kind.
- e. Service and repair made necessary by the alteration or modification of equipment other than that authorized by TAG Solutions, including alterations, software installations, or modifications of equipment made by Customer employees or any agency other than TAG Solutions.
- f. Maintenance and support of application software packages, whether acquired from TAG Solutions or any other source.
- g. Programming (modification of software code) or program (software) maintenance.





- h. Training services of any kind.
- i. Services required to provision new or modify existing WAN and ISP circuits.
- j. Maintenance and support of printers, scanners, copiers, and fax machines.
- k. Services required to respond to pre-audit or assessment questionnaires, or services required to respond to or remediate post audit or assessment results.
- l. Services required to develop, implement, or test Business Continuity or Disaster Recovery Plans.
- m. Any Move, Add or Change "M.A.C." made to the computer or networking environments that is not specifically initiated by TAG Solutions including but not limited to (i) The provisioning of new PCs or laptops, (ii) The provisioning of mobile devices and (iii) The provisioning of new users. These services can be rendered for an additional fee and with approval from an authorized Customer contact.
- n. In the event of a cybersecurity breach, remediation services are excluded from this agreement and are typically quoted on an hourly basis.
- o. Consultation services with any 3rd party software, hardware or platforms not provided by TAG Solutions will be billed additionally on an hourly basis.
- p. TAG Solutions reserves the right to perform an annual evaluation of the monthly seat price and adjust for inflation and market conditions.
- q. TAG Solutions reserves the right to perform an evaluation of active users and adjust the billing accordingly.





12. Pricing and Terms

1) Term of Agreement & Pricing

a) This Agreement ("Agreement") is made between, Rensselaer County IDA located at 1600 7th Ave, Troy, New York 12180 ("Customer") and TAG Solutions, LLC, located at 12 Elmwood Road, Albany, New York, 12204, ("TAG Solutions"), is effective 10/1/2022 ("Agreement Date"), and shall remain in force through 9/30/2025 ("Term").

b) The seat price per user for Managed Services shall not change during the term of this agreement. TAG Solutions reserves the right to adjust overall monthly cost for Managed Services if users are added or removed during the contract term.

c) The total number of seats or users will be calculated by TAG Solutions at least quarterly during the term of this agreement by (1) counting the number of active domain user accounts in the Customer's Active Directory Domain Controller, or if no domain is present, (2) counting the number of active Remote Monitoring and Maintenance (RMM) agents deployed in the Customer's technology environment, or (3) counting the number of active email addresses configured in the Customer's email system.

2) Termination of Agreement

a) This Agreement may be terminated by either party, for any reason upon (30) days written notice within the first (90) days of the effective start date without penalty.

b) At any period after (90) days from the effective start date, this Agreement may be terminated by either party upon ninety (90) days written notice if the other party (i) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of written notice of such failure (ii) breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice of such failure, or (iii) terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

c) This Agreement may be terminated by Customer without cause provided that Customer pays a termination fee to TAG Solutions equal to seventy-five

percent (75%) of the total remaining agreement fees through the end of the then-current term.

d) Should either party terminate this Agreement, TAG Solutions will assist the Customer in the orderly termination of services, including timely transfer of the services provided under this Agreement to another provider. The Customer agrees to pay TAG Solutions the actual costs of rendering such assistance according to TAG Solutions then current rates and payment terms.

Non-Solicitation

In the event the Customer (i) hires an employee of TAG Solutions, or (ii) solicits, on behalf of a third party, an employee of TAG Solutions and the employee is subsequently hired by such third party, from the date of this Agreement up to twelve (12) months following the expiration of this Agreement, the Customer agrees to pay TAG Solutions a one-time, lump-sum fee equal to fifty percent (50%) of the total annual compensation of the employee ("Employee Acquisition Fee"), as calculated by TAG Solutions.

Limitation of Liability

In no event shall TAG Solutions be liable for any special, indirect, incidental or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) or loss of any nature or loss of goodwill which may arise in connection with the Services provided hereunder, regardless of whether claims are based on remedies, are sought in warranty, contract, negligence, strict tort or otherwise, regardless of whether contractor is apprised of the likelihood of such damages occurring. The maximum amount of TAG Solutions' liability under this Agreement shall not exceed, in any event, the fees paid to TAG Solutions for services provided under this Agreement.

Force Majeure

In the event of delay or inability to deliver or perform any obligation of TAG Solutions under this Agreement



caused by any reason beyond the reasonable control of TAG Solutions, including but not limited to, acts of God, any government authority or the public enemy, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, fires, floods, labor disputes, riots, accidents, or voluntary or mandatory compliance with any governmental act, regulation or request, TAG Solutions may, without penalty or liability, extend times of performance to the earliest time deemed feasible by mutual agreement of the parties hereto.

6) Miscellaneous

a) This Agreement shall be governed by the laws of the State of New York. It constitutes the entire agreement between Customer and TAG Solutions for the Services to be provided under this Agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer.

b) This document and any statements of work issued hereunder and attached hereto represent the entire agreement between the parties as to the matters set forth herein and therein and supersedes all prior discussions or understandings between them. This Agreement may be modified only by a writing signed by an authorized representative of TAG Solutions and the Customer.

c) Third Party Reporting Hotline - TAG Solutions is a SOC 2 compliant service company. In compliance with the standards of SOC 2, TAG Solutions has retained DirectAccess as a third-party reporting hotline for customers to utilize. DirectAccess is a confidential, 24/7 tips hotline that allows anonymous reporting of any misconduct, unethical or illegal activity within TAG Solutions without risk or recognition. This service encourages anonymous reporting of concerns, including theft, fraud, harassment, discrimination, safety concerns, illegal activity, or any other issues. Anonymous reports may be filed as follows:

Call the DirectAccess hotline at 1.866.494.3161

Enter TAG's company PIN Number: 4200

Provide a detailed report of witnessed activity in a secure and confidential voicemail

Your message is transcribed into a text document

Your anonymous report is provided to an established contact at TAG Solutions for review.

DirectAccess is a third-party service dedicated to protecting anonymity. DirectAccess' technical and procedural controls ensure that information

remains safe and secure from improper access, loss, misuse, or destruction. DirectAccess is conveniently available 24/7.

d) IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth in Section 13 below.

7) Fees and Payment

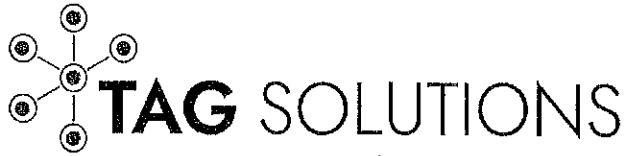
a) The Customer agrees to pay TAG Solutions the monthly total price ("Managed Services Monthly Price") for rendering these Services.

b) The Monthly Total Price will be invoiced by TAG Solutions on the 1st of each month for services. Payment terms will be Net 0. The Services provided under this Agreement may be suspended if the monthly payment is not received within fifteen (15) days of the payment due date.

c) The Customer agrees that all Services provided by TAG Solutions that are not included in the scope of this agreement will be considered projects, service requests, or consulting engagements and will be billed in addition to the Monthly Total Price.

d) Any and all federal, state, and/or local taxes applicable to the Services provided under this Agreement shall be added to each invoice issued under this Agreement. The Customer agrees to pay any and all such taxes unless a valid tax exemption certificate is on-file with TAG Solutions or is provided to TAG Solutions upon execution of this Agreement.

e) The dollar amounts indicated in Section 13 shall be adjusted for inflation during the term of this Agreement based on the Consumer Price Index published for Bureau of Labor Statistics commencing on the year 2 and every year after.



13. Accepted and Agreed

| Monthly Service Charges | | |
|-------------------------------------|---------------|---------------------|
| Total Users | Cost per User | Total Monthly Price |
| 6 | \$275.000 | \$1,650.00 |
| Total Monthly Recurring: \$1,650.00 | | |
| One Time Charges | | |
| One-Time Onboarding Charge | \$1,650.000 | |
| Total One Time Charges: \$1,650.00 | | |

| | | | |
|------------|--------------------|------------|-----------------------|
| Company: | TAG Solutions, LLC | Company: | Rensselaer County IDA |
| Name: | | Name: | |
| Signature: | | Signature: | |
| Date: | | Date: | |

Managed IT Services Agreement - Complete - TAGQ23458

