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WWW RDA Soft.Net
Software Development and Network Services
Let us Manage your Information Technology

Memorandum of Agreement

This Agreement is made effective as of July, First 2022, by and between MVLEC and RDA SoftNet. *(See full legal names under section 14)*

In this Agreement, the party who is agreeing to receive products and services shall be referred to as MVLEC, and the party who will be providing the products and services shall be referred to as "RDA".

RDA has a professional background in computer system management, software development and network services and is willing to provide services to MVLEC based on this background.

MVLEC desires to have services provided by RDA.

Therefore, the parties agree as follows:

1. SERVICES. Beginning retroactively on July, First 2022, RDA will provide, but are not limited to, the following technical professional services. (Collectively the "Services")

- Network Services (maintenance and support)
- Software Development (maintenance and support)
- Management Services (coordination of services above with service providers)

These services will be performed under the following budget categories;

- Agency
- QED
- RECC

RDA may provide services beyond the scope of this agreement, these projects or services will be billed according to the rate schedule approved under this agreement. The MVLEC will designate the personnel who can authorize such services and the threshold they are authorized to approve.

2. SUPPORT It is our policy to handle support on a first come first serve basis. If there is a conflict in our ability to provide services based on lack of qualified personnel at our location or yours, availability of parts, inclement weather, or other unforeseen acts of God or man RDA will provide support as follows; public safety first; this is based upon the number of affected end users if there are simultaneous issues. Then based on the time our organizations have been partners and your current agreement. This is for emergency situations that require immediate response. Please understand, lack of

planning is not an emergency. We will work at our discretion at the standard rate if our personnel must work after hours to resolve your issue because of scheduling conflicts.

3. PURCHASES AND ACQUISITIONS. MVLEC recognizes that they will call on RDA to make recommendations to acquire appropriate hardware, software, services, or personnel from outside sources. RDA can supply personnel, or products necessary to complete the services that are competitive with the current market. If you desire, RDA can recommend vendors that meet your needs for quality and support directly to you, allowing you to have complete control.

Personnel supplied by RDA shall at all times be under the supervision and control of RDA, provided, however, that RDA may delegate from time to time such supervision and control to MVLEC with respect to certain daily activities of the Personnel in conjunction with performance of the services. RDA agrees to cooperate with MVLEC in assigning Personnel to perform the Services who are acceptable to MVLEC and in removing and replacing Personnel when warranted, such decisions, however, to be made by RDA. Such Personnel may be employees of RDA or independent contractors engaged by RDA to perform the Services.

Payment terms will be determined in advance, in most instances service and personnel fees are based on a flat per hour fixed or day rate to be determined. This fee shall be payable according to terms arranged with providing vendor.

We will make every effort to resolve any hardware/software/integration problems you may encounter while using your computer system. However, RDA cannot be held responsible for products developed outside of RDA's organization, or for products acquired on your behalf that fail to perform to manufactures specifications. Providing RDA showed due diligence for industry acceptable practices, and manufacturer specifications, are/were followed. Therefore, you will be billed for any services provided in regard to such products, be the failure any reason outside of RDA's control. RDA's liability for damages with respect to the services provided shall in no event exceed the charges previously paid by MVLEC to RDA for these products or services.

3. (A) LOANED EQUIPMENT. From time to time RDA SoftNet has and will continue to have equipment in use not owned by and/or maintained by the agencies, and/or onsite for testing and training by the MVLEC or other agencies within the agreement scope.

While this equipment is in use it will be covered for loss or damage by the MVLEC or the agency approving its use. If a piece of equipment is lost or damaged while on the premise of an agency, all repair or replacement costs will be born by that agency or the MVLEC.

While this equipment is in use it will have a cost associated based on one thirty-sixth of its cost plus ten percent for the first year. This is not design to be a leasing program, just a resource to bridge what's needed and the funding coordination amongst the agencies.

If the MVLEC or agency has paid any costs directly related to the equipment, the replacement cost will be reduced by these payments.

Any such equipment setup costs will be charged against the agreement hours for the agency or agencies involved or billed directly at the agency's option.

4. COMPUTER ISSUES PROCEDURE. Issues are defined to mean anything that used to perform or is required to perform some function or procedure that it does not perform or an error when working within an application. The users must pay particular attention to any error messages, symptoms, or changes in the daily operation of their equipment. Any Issues shall be reported to the system administrator for addition to the prioritized list, if there is immediate response required RDA is available 24/7 for emergency situations.

5. PRIORITIZING. RDA will work with MVLEC to provide a prioritized task list. RDA acknowledges that issues may change in priority or arise that were nonexistent when prioritized prior to RDA's arrival. This list will be used to acquire any products or services required to complete the tasks or resolve issues. RDA must have prioritized approved tasks upon arrival.

6. COMPUTER MOVES, ADDS, CHANGES APPROVAL. When users are requesting something moved, added, or changed in regards to the equipment or software, a detailed document is required, it must include exactly what needs to be done, why it is required, where an how it will be used, this information will determine the complexity of the task and budget impact prior to MVLEC's approval of the task.

7. NEW PROJECT APPROVAL. RDA and MVLEC recognize that RDA's Services will include working on various projects for MVLEC. RDA shall obtain the approval of MVLEC prior to the commencement of a new project. This agreement covers only existing systems and equipment in place at the time of budgeting.

8. PAYMENT. MVLEC will pay a fee to RDA based on the rate schedule for the Services, and reimburse out-of-pocket expenses for supplies necessary for the installation, configuration, service or maintenance of any of your computer equipment or software. If MVLEC requires services and these services exceed ten hours, or travel, attending functions, meetings, and seminars more than sixty minutes travel time from RDA's location listed below. MVLEC will incur any and all reasonable travel and living expenses incurred related to airfare, lodging, meals, and any incidentals submitted and payable within the current billing cycle. This agreement is for time and materials, actual time spent will be invoiced.

Rate Schedule

	Standard Rates		Agreement Rates	
	Min Charge	Per Hour	Min Charge	Per Hour
Phone / Remote Support (email/text/sms)				
Scheduled or Normal	62.5	125	37.5	112.5
After hours	75	150	37.5	112.5
Onsite Support (plus expenses)				
Scheduled	250	125	56.25	112.5
Normal response	450	150	112.5	112.5
After hours	800	200	112.5	112.5
Emergency	1250	250	112.5	112.5

Expenses not included, budgeting 10% to cover these costs

Scheduled is a prior confirmed appointment or visit
Normal response is 4 hours from notification or alert
After hours are between 7PM and 7AM
Emergency is for immediate response issues, drop everything now.

RDA will extend this agreement at the request of the MVLEC, each extension will be added as an addendum to this agreement. Rate increases will be three percent each year unless the percentage increase in the CPI is in excess of the fixed percentage. If the percentage increase in the CPI, year over year, is greater than the stated fixed percentage increase, then the applicable payment or price in the contract will be adjusted by that greater percentage increase. This will be presented for review along with other budgeting documents in October or November yearly.

RDA will invoice the actual costs each month for the prior months work. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that RDA shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which RDA has not yet been paid. All retainer funds will be applied to the last month worked within the fiscal year, any difference will be refunded or billed accordingly.

9. EMPLOYEES. MVLEC will provide personnel to perform, but not limited to, the following tasks:

Act as liaison between users, management and RDA
Log issues from users
Coordinate task lists
Coordinate moves, adds, changes
Backup network
Monitor system under RDA's supervision
Over the phone diagnostic, troubleshooting and repair

MVLEC agrees to cooperate with RDA in assigning personnel to perform the tasks who are acceptable to RDA and in removing and/or replacing personnel when warranted, such decisions, however, to be made by the MVLEC.

10. TERM/TERMINATION. This Agreement shall be retroactively effective for a period of fifty two (52) weeks beginning on July first, 2022 and terminating on June thirty, 2023.

11. RELATIONSHIP OF PARTIES. Both parties recognize that RDA is an independent contractor with respect to MVLEC, and not an employee of MVLEC. MVLEC will not provide RDA personnel any fringe benefits, such as health insurance benefits, paid vacation, or any other benefits an employee of MVLEC's would be entitled.

12. CONFIDENTIALITY. MVLEC recognizes that RDA has and will have access to the following information:

- future plans
- process information
- technical information
- financial information
- email and internet usage
- intellectual property
- business affairs
- trade secrets
- customer/client/patient lists
- personal employee information
- administrator access on servers
- patent registrations

RDA may have other proprietary information and intellectual property (collectively, "Information") which are valuable, special and unique assets of MVLEC. RDA declares that RDA will not at any time or in any manner, either directly or indirectly, use any Information for RDA's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of MVLEC. RDA will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement and grounds for termination of this agreement as defined under paragraph 10. In the event of any breach of security RDA will provide a report on the intrusion or will assist in, at the client's expense, finding an acceptable third party security analyst.

13. INTELLECTUAL PROPERTY. As a professional, RDA has worked in many environments, and has gained insight into many varying types of processes. As such all development services are provided as derivative works from prior experience. Intellectual property rights and ownership are to the completed works not the source code or components which make up the whole. Any exceptions must be agreed upon in writing during the requirements phase of the development process. All components, libraries, frameworks, objects and source code, acquired in relationship to the development will be licensed to MVLEC where practical, full disclosure on all such use of third party license agreements will be documented and reviewed during the requirements process.

14. SOFTWARE LICENSING. As a professional, RDA adheres to an ethical standard that requires RDA not knowingly participate in the illegal use, copying or distribution of software. If RDA encounters what seems to be a violation of a specific vendor's software license agreement, RDA will immediately bring this to the MVLEC's attention. If the situation has not been sufficiently remedied in ninety days you will be considered in default of this agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, RDA shall deliver all disks, backups, records, notes, data, memorandum, models, and equipment of any nature that are in RDA's possession or under RDA's control and that are MVLEC's property.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail certified delivery, postage prepaid, addressed as follows:

MVLEC:
Sheriff Robert Ogden
PO Box 252
149 Main Street
Edgartown, MA 02539

RDA SoftNet:
RDA SoftNet
182 North Street
Danvers, MA 01923

Either party may change addresses by providing written notice to the other in the manner set forth above.

17. SOLICITATION OF PERSONNEL OR EMPLOYEES. RDA agrees that during the term of this Agreement and for a period of 365 days after the expiration or termination date of this Agreement, it will not, without the prior written consent of MVLEC solicit, hire, contract with, nor engage the services of, any employee of MVLEC with whom RDA or the personnel have worked directly in conjunction with performance of the Services. MVLEC also agrees to same in regards to RDA personnel or sub-contractors. The penalty for the offending party will be equal to one hundred hours pay at the employee's current pay or personnel's billable rate.

18. DEFAULT. In the event that MVLEC or RDA is in default with respect to any of the provisions of the Agreement, notice shall be given to offending party of its intention to terminate this Agreement if such default is not cured to offended party's satisfaction within a seven (7) calendar day period. Offended party shall have the right to terminate this Agreement on the first business day following the end of the seven (7) calendar day period. In the event of any such termination, offended party shall be entitled to such damages and remedies as are available to it under this agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

21. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. APPLICABLE LAW. The laws of the State of Massachusetts shall govern this Agreement.

By: _____ Date: _____
President MVLEC
Randhi Belain

By: _____ Date: _____
Treasurer MVLEC
Robert W. Ogden

By: _____ Date: _____
RDA SoftNet
Ronald Burson