

COMPUTER CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2016 by and between JKJ Computer Services ("Consultant"), with an office at 256 Bel Air Drive, Massapequa, New York 11762 and the City of Glen Cove, ("Customer"), with offices at 9 Glen Street, Glen Cove, New York 11542.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Consultant hereby agree as follows:

1. Services.

Consultant shall, during the Term (as defined below) provide to Customer the computer consulting services described below (the "Services" or "Work Product"), every Tuesday and Thursday and at such other times as Customer may reasonably request.

Services include, but are not limited to:

- a) IT Systems Server Back up and Maintenance/LAN maintenance Services including but not limited to expanded security data backup and disaster recovery;
- b) Upgrading hardware and configuring new equipment;
- c) Upgrading and maintaining software;
- d) Expanding Servers;
- e) Purchase of hardware, software or other outside services
- f) Remote device growth;

2. Specifications.

Consultant agrees to perform the services in a timely and workmanlike manner.

3. Term of Service.

Term of this Agreement shall commence as of January 1, 2016 and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice. Absent a termination notice, in no event (except breach) may this Agreement be terminated prior to December 31, 2016. Upon termination of this Agreement, Consultant shall transfer and make available to Customer all property and materials in Consultant's possession or subject to Consultant's control that are the rightful property of Customer. Consultant shall make every reasonable effort to secure all written or descriptive matter which pertains to the Services or Work Product and agrees to provide reasonable cooperation to arrange for the transfer of all

property, contracts, agreements, supplies and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Consultant shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

4. Ownership Rights.

Consultant shall have ownership to all consultants' materials. "Consultant's Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product.
- b) Materials that are solely owned by Consultant or licensed to Consultant.
- c) Materials that are incorporated into the Work Product or a part of the Services.

Additional material shall include, but are not limited to:

Consultant shall hold all right, title, and interest in and to Consultant's Material. Customer shall not do anything that may infringe upon or in any way undermine Consultant' right, title, and interest in Consultant's Material, as described in this paragraph 4. Notwithstanding the above, Consultant hereby grants Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of Consultant's Material for the purpose of performing and completing the Services and Work Product set forth herein.

5. Compensation.

For all of Consultant's services under this Agreement, Customer shall compensate Consultant at the rate of \$4683.67 per month. In the event Customer fails to make any of the payments due Consultant in a timely manner, Consultant, upon thirty (30) days prior written notice to Customer at Customer's address set forth above, shall have the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all services, (3) bring legal action.

6. Mutual Confidentiality.

Customer and Consultant acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the services or work product are the property of Customer. Materials

provided between Consultant and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respected owner (the "Owning Party") and will constitute valuable trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without prior written consent from the owning party, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public or had been previously made available by the owning party in a public venue.

7. Limited Warranty.

Consultant warrants the Services or Work Product(s) will conform to Customer's needs. If the Services or Work product do not conform to said needs, Consultant shall be responsible to correct the Services or Work Product without unreasonable delay, at Consultant' sole expense and without charge to Customer, to bring the Services or Work Product into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied.

8. Independent Contractor

Consultant is retained as independent contractors. Consultant will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Consultant's behalf. Consultant understands he/it will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

9. Insurance

Consultant shall maintain throughout the entire term of this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death and property damage that may arise out of or based upon any act or omission of Consultant or any of its employees, agents or subcontractors under this Agreement. Upon written request, Consultant shall provide certificates from its insurers indicating the amount of insurance coverage, the nature of such coverage and the expiration date of each applicable policy. Consultant shall name Customer as an additional insured, on any applicable policy.

10. Equipment

Customer agrees to make available to Consultant, for Consultant's use in performing the services required by this Agreement, such items of hardware and software as Customer and Consultant may agree are reasonably necessary for such purpose.

Customer agrees to make the following equipment and/or services available to Consultant:

- a) All servers, routers, switches and workstation at City Hall, Senior Center, Youth Board, Department of Public Works and the Golf Course

11. Expenses

Consultant will be reimbursed \$200 per month for Hosted Backup Services any other expenses will not be incurred in connection with the Services or Work Product, whether direct or indirect, without the express written approval of Customer.

12. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Exclusive jurisdiction and venue shall be in the Supreme Court, County, Nassau County, New York.

14. Binding Effect

This Agreement shall be binding upon and inure to the benefit of Customer and Consultant and their respective successors and assigns, provided that Consultant may not assign any of his obligations under this Agreement without Customer's prior written consent.

15. Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

16. Good Faith

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

17. No Right to Assign

Consultant has no right to assign, sell, modify or otherwise alter this agreement, except upon the express written advance approval of Customer, which consent can be withheld for any reason. Customer may freely assign its rights and obligations under this agreement.

18. Indemnification

Customer warrants that everything it gives Consultant in the execution or performance of services, or the creation of any and all Work Product is legally owned or licensed to Customer. Customer agrees to indemnify and hold Consultant harmless from any and all claims brought by any third-party relating to any aspect of the Services or Work Product, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer or copyright infringement.

19. Right to Make Derivative Works

Consultant has the exclusive right in making any derivative works of any Services, Methodology, or Work Product.

20. Attorney's Fees

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including expert witness fees.

21. No Responsibility for Loss

Consultant is not responsible for any down time, lost files, equipment failures, acts of nature, or any damage resultant from activities considered beyond the control of Consultant such as war, riots, natural disasters, vandalism and other events.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

Dated: January 1, 2016

CITY OF GLEN COVE, NEW YORK

By: _____
Reginald Spinello, Mayor

JKJ Computer Services

By: _____
John Swenson, President