

CONTRACT NO. 11048

SERVICE LEVEL AGREEMENT

No. MM11-T699-014

between

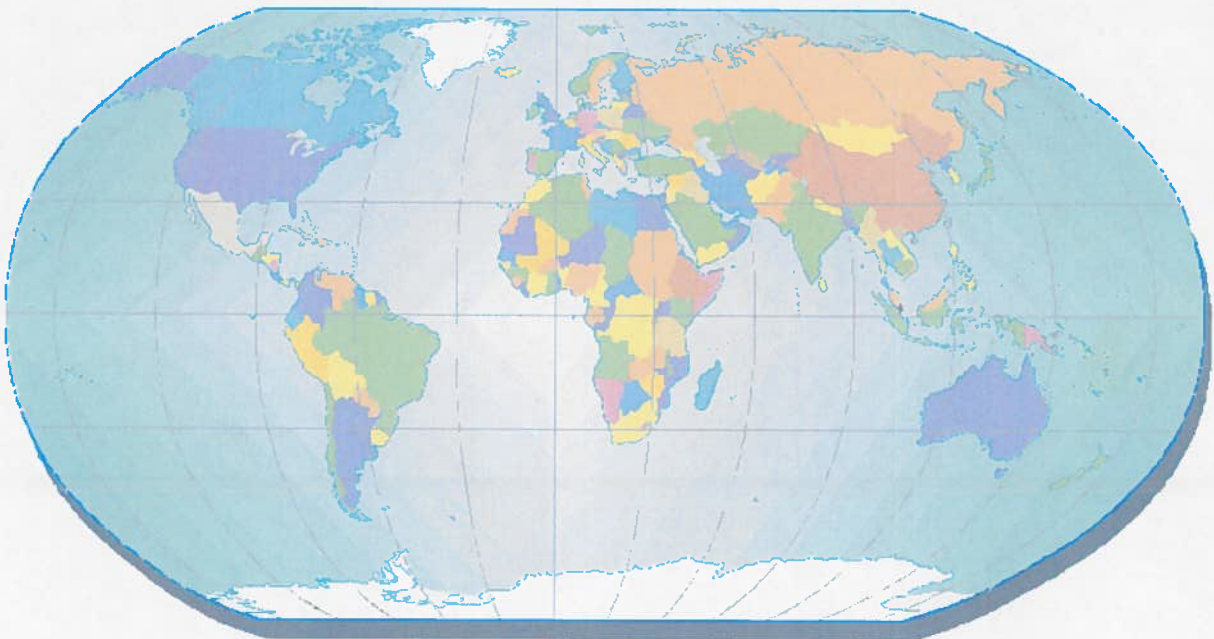
FASTeCH, INC.



and

CHICAGO HOUSING AUTHORITY (CHA)

CHANGE.
CHICAGO HOUSING AUTHORITY



SERVICE LEVEL AGREEMENT
MM11-T699-014

FASTECH, INC.
AND
CHICAGO HOUSING AUTHORITY
COMPUTER SYSTEMS MAINTENANCE

This Service Level Agreement ("SLA") is entered into effective as of the 1st day of September, 2011 between FASTECH, INC. ("FASTECH"), a Maryland corporation, and CHICAGO HOUSING AUTHORITY ("CHA"), an Illinois Municipal Corporation, with offices at 60 East Van Buren, Chicago, Illinois 60605, acting as Owner for the applicable Owner ("OWNER") of the equipment as identified in Exhibit 1 of this SLA.

RECITALS

- A. FASTECH is engaged in the business of providing maintenance services for digital based computer systems, and
- B. CHA desires to engage FASTECH to perform maintenance Services on its behalf for the benefit of Owner(s).

NOW, THEREFORE, in consideration of the mutual covenants contained in this SLA, FASTECH and CHA agree as follows:

1.0 General Conditions

This SLA sets forth the conditions which govern hardware equipment services performed by FASTECH, as a contractor to CHA, for the benefit of Owner(s) (the "Services"). If FASTECH submits a proposal to perform Services for CHA, or if CHA requests FASTECH to perform certain Services, and if FASTECH and CHA enter into a Purchase Order or other instrument for the provision of such Services, this SLA shall become a part thereof, even if not expressly referenced. Any Purchase Order or other instrument for a particular assignment shall describe the Services, duration of the assignment, and any other material items with respect to the particular assignment. If CHA requests FASTECH to perform Services on an emergency basis and FASTECH agrees to perform such Services without the requirement of a written document, the provision of such Services shall be governed by the terms of this SLA.

2.0 Definitions

- 2.1 Owner – CHA the contract with the Owner.
- 2.2 Commencement Date – The date on which Services begin as set forth in Exhibit 1.
- 2.3 Contract Hours – Hours during the Principal Period of maintenance (PPM) during which contractor will respond to requests for Service.
- 2.4 Contractor – FASTECH providing services to CHA as set forth in this agreement and detailed in Exhibit 1 or Exhibit 2.
- 2.5 OEM – Original Equipment manufacturer.

- 2.6 SLA – Service Level Agreement, this Agreement.
- 2.7 Engineering Changes – Changes designated by the manufacturer of the equipment (OEM) which are designed to correct defects in the equipment relating to safety or to cause the equipment to function in accordance with its published specifications.
- 2.8 Equipment – The items specified in Exhibit 1.
- 2.9 Monthly Maintenance Charge – The charge for Service of the Equipment as specified in an Engagement.
- 2.10 Preventive Maintenance – (PM) The service furnished by either company in accordance with manufacturers’ published requirements to keep the Equipment in good condition and working order so as to minimize malfunctions in the Equipment.
- 2.11 Remedial Maintenance – (RM) The service furnished by either company on an unscheduled basis during Contract Hours in response to a malfunction in the Equipment to restore the Equipment to good condition and working order.
- 2.12 Response Time – The time elapsed from one company’s request for Maintenance and the other company’s commencement of Maintenance. Maintenance commences when FASTECH arrives on-site where the Equipment is installed.
- 2.13 CSE – Customer Service Engineer
- 2.14 TSE – Technical Support Engineer

3.0 Hardware Services

3.1 Hardware Covered

The specific hardware equipment covered by this SLA is defined in Exhibit 1 (“Equipment”).

3.2 Remedial Maintenance Service

FASTECH will provide unlimited Remedial Maintenance Services (“RM”) 24 hours a day, seven days a week, as further specified in Exhibit 1 (“Contract Hours”). Parts which fail through normal use and service (exclusive of operating supplies) will be replaced by FASTECH as part of RM. Assemblies and subassemblies will be replaced on an exchange basis whenever possible. FASTECH will respond to calls for RM placed during such Contract Hours.

3.3 Continuous Support

Once a call is open and FASTECH’s Customer Service Engineer (“CSE”) is on site, FASTECH will provide continuous support and effort to repair the system, and will remain on-site beyond the Contract Hours (subject to CHA approval and FASTECH's concurrence) to get the Equipment operating as quickly as possible.

3.4 Hardware Revisions

Hardware revisions which increase system reliability will be installed at no cost to CHA (“Revisions”). FASTECH shall provide installation of Revisions deemed necessary to maintain

reliable product operation. FASTECH will advise CHA of any Revisions as they are made available by FASTECH. CHA must approve, in writing, any Revisions prior to FASTECH beginning any associated installation.

3.5 Telephone Support

CSEs and Technical Support Engineers ("TSE") will be available for service of Equipment problems on a twenty-four (24) hour/seven (7) days per week basis. Information may be communicated to FASTECH through (800) 338-7831.

4.0 Term

This SLA will be effective for the term as defined in Exhibit 1, and shall continue until terminated in writing by either party.

4.1 Termination for Cause

Either party may terminate this SLA for cause, (that is, a material breach of the terms of this SLA or any Purchase Order) by giving prior written notice specifying the reason(s) for termination to the other party.

4.2 Termination for Elimination of Equipment

CHA may terminate this SLA if the owner cancels its corresponding contract with CHA, or the equipment listed in Exhibit 1 is sold to another party or permanently removed from operation by giving written notice.

4.3 Payment upon Termination

If this SLA is terminated for any reason by CHA, the Services shall be discontinued by FASTECH in accordance with the termination instructions to be given to FASTECH by CHA. CHA shall pay FASTECH for any Services performed in accordance with this SLA or the termination instructions as may be mutually agreed.

5.0 Subcontractors

FASTECH may subcontract any support services described herein to subcontractor(s) with the prior written approval of CHA.

6.0 CHA Responsibilities

CHA shall ensure that OWNER provides FASTECH's Service Engineers and other personnel safe access to OWNER's facilities during normal business hours for PM and RM calls and other on-site visits to OWNER's facilities.

OWNER is responsible for updating and maintaining a back-up of all data files.

CHA and/or OWNER shall make available to FASTECH, all necessary hardware, software, and/or documentation in the performance of Services under this SLA.

7.0 Exclusions

7.1 Defects or Failure of Equipment

FASTECH shall not be responsible for any defects, or the failure of the Equipment to perform any special functions, or any other non-conformance of the Equipment caused by or attributable to:

- A. Any misuse or abuse of the Equipment; or
- B. Exposure of the Equipment to conditions beyond the environmental constraints or operating power specified by the manufacturer; or
- C. Installation or wiring of the Equipment other than in accordance with FASTECH's or the OEM's instructions.

7.2 Incompatibility of Equipment

Any incompatibility between non-standard third-party software and hardware are not covered under this SLA.

7.3 Unserviceable Equipment

Electro-mechanical devices and assemblies which in the opinion of FASTECH are no longer serviceable due to excessive wear or deterioration, can be deleted from this SLA upon thirty (30) days written notice from FASTECH to CHA with a corresponding reduction in the SLA charges. However, at CHA's request, FASTECH will quote refurbishment service to bring any such devices or assemblies up to acceptable performance standards in order that maintenance service may continue.

8.0 Compensation

This SLA includes all labor, parts and expense charges, unless noted otherwise in Exhibit 1.

9.0 Payment Terms

Charges for services under this SLA will be billed when CHA's Purchase Order, authorizing FASTECH to perform such service, is received by FASTECH.

Invoices covering additional SLA related costs, as defined in Article 8, Compensation, will be submitted as they are incurred.

CHA shall have the right to contest, in good faith, all or part of the charges set forth in any invoice. In such event, CHA shall pay the uncontested portion of the invoice and shall pay the remaining balance of such invoices after resolution by the parties. Invoices shall be prepared in such form and be supported by such documentation as CHA may reasonably require.

Payment is due thirty (30) days from the date of each invoice.

9.1 Total Compensation and Term

The CHA shall pay to FASTECH compensation for performance of the services contemplated herein on an annual basis, and in advance, the annual fee amount of One Hundred Nineteen

Thousand Seven Hundred Seventy and 90/100 Dollars (\$119,770.90) for the initial one-year term and any elected extension terms, which shall be renewable at the CHA's option for up to three (3) additional one-year option periods exercisable on the same prevailing terms and conditions and at the same rates and fees set forth herein, resulting in a maximum compensation amount of Four Hundred Seventy Nine Thousand Eighty Three and 60/100 Dollars (\$479,083.60) in total compensation for the entire duration of the agreement. The fees paid hereunder shall be for the satisfactory performance of the services identified in the CHA's Request for Proposal. FASTECH agrees not to perform, and waives any and all claims for payment of work which would result in billings beyond this amount without a prior written amendment to this Agreement authorizing said additional work. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed fee.

10.0 Taxes

CHA understands and agrees that all prices and rates contained hereunder are exclusive of any federal, state or local sales or excise taxes. In addition to the prices noted in Exhibit 1, the amount of any present or future sales, use, excise, value added, occupational or similar tax applicable to the Services provided hereunder shall be paid by CHA or, in lieu thereof, CHA shall provide FASTECH a tax exemption certificate.

11.0 Warranty and Remedy

For a period of ninety (90) days subsequent to completion of services hereunder, FASTECH warrants that its Equipment Services shall have been performed in accordance with the reasonable skill and care exercised by similarly qualified personnel at the time of performance. This warranty is in lieu of and excludes all other warranties whether express or implied by law or otherwise, including any warranty of fitness for a particular purpose. If FASTECH's Services are faulty and CHA's claim is made within the warranty period, FASTECH shall without charge to CHA or OWNER, re-perform such Services to the extent necessary to correct the fault therein. THIS REMEDY IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES AVAILABLE TO CHA and constitutes CHA's exclusive remedy against FASTECH, regardless of whether CHA's claim arises from the negligence of FASTECH, its subcontractors, agents or employees; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing. EXCEPT AS SET FORTH ABOVE, ALL SERVICES ARE PROVIDED TO YOU UNDER THIS AGREEMENT "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12.0 Limitation of Liability

FASTECH will not be liable to CHA, or to any third party, as a result of any delay in furnishing, or failure to furnish, service hereunder except to the maximum extent of refunding a prorata share of the SLA charge paid should termination of this SLA occur. CHA acknowledges and agrees that such limitation of liability, without limiting the generality of the foregoing, extends to loss of data, loss of actual or anticipated revenue, loss due to failure of any system or component and/or damage to business reputation. No action regardless of form arising out of the transactions hereunder shall be brought by CHA more than one (1) year after the cause of action has occurred.

In no event shall FASTECH be liable for any special, incidental or consequential damages even if FASTECH has been advised of the possibility of such damages.

13.0 Inspection

If there was no prior Purchase Order under this SLA, and a factory warranty on the Equipment has expired, FASTECH reserves the right to inspect the OWNER's Equipment prior to performing services under a Purchase order under this SLA. During such inspection, any necessary repairs will be made by FASTECH to bring the Equipment to acceptable performance standards. Should extensive repairs be required to meet these performance standards, an estimate will be provided prior to commencement of any such service.

14.0 Binding Effect

This SLA shall be binding upon and inure to the benefit of FASTECH and CHA, their successors and assigns. However, neither party may assign this SLA without the express written consent of the other.

15.0 Force Majeure

SLA charges do not include service calls arising from damage due to forces external to the Equipment including, but not limited to, the following: acts of God, flooding, power surges or failure, defective electrical work, transportation, acts of terrorism, foreign equipment/attachments, communication lines, etc., or any other causes beyond the control of FASTECH.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent performance of any obligation is prevented or delayed by any such cause, whether now or in the future existing, which is beyond the reasonable control of such party.

16.0 Independent Contractor

In performing services for CHA, FASTECH shall be an independent contractor and shall not act as the agent or employee of CHA. As an independent contractor, FASTECH will be solely responsible for determining the means and methods for performing the services and shall have complete charge and responsibility for any persons engaged by it to perform such services. CHA agrees that FASTECH can exert such degree of responsibility only where CHA permits FASTECH to exercise independent judgment in the performance of its services. In recognition thereof, CHA agrees that FASTECH shall not be responsible for any loss or damage resulting from the execution by FASTECH of CHA's instructions or the incorporation of specific decisions by CHA into FASTECH's work product except to the extent such loss or damage is the result of the negligence or fault of FASTECH. FASTECH may rely, in part, on information provided by CHA in performing services and shall be entitled to rely upon the accuracy and validity of such information.

Both FASTECH and CHA agree to pay all taxes and withholdings of whatever nature for which each is legally liable as a result of the Services performed or the fees paid hereunder, including, without limitation, all self-employment taxes and Workers Compensation Insurance. During the term of this Agreement, FASTECH shall carry insurance to satisfy the requirements set forth in Section 26, Insurance, of this Agreement.

17.0 Reports

FASTECH shall report to CHA from time to time any significant information learned by it with respect to the services. All information obtained by FASTECH in performing services will be available to CHA at any time during the term of this SLA. If CHA desires access to information subsequent to the expiration of this SLA, FASTECH shall make such information available to CHA at CHA's cost and expense.

18.0 Notices

All written notices required or permitted to be served by FASTECH or CHA under this SLA shall be deemed to have been properly served if sent by registered mail, telefax or telex confirmed by registered mail, to the address of the other as specified below:

The address for FASTECH is:

14504 Greenview Drive
Suite 420
Laurel, Maryland 20708

ATTENTION:

Telephone: 301-931-2001
Fax: 301-931-2005
E-mail: cchong@fastechinc.com

Notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chicago Housing Authority
60 East Van Buren, 11th Floor
Chicago, Illinois 60605
Attn.: Director of Procurement and Contracts

With a Copy to:

Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel, Chief Information Officer

These addresses may be changed by either party by giving written notice to the other.

19.0 Dispute Resolution

In the event of a dispute between the CHA and FASTECH involving this Agreement, the CHA's Director of Procurement and Contracts and FASTECH will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may submit the dispute in writing to CHA's Chief Executive Officer for decision. The Chief Executive Officer shall promptly render a written decision concerning the dispute submitted. Unless FASTECH, within thirty (30) days after receipt of written notice of the decision, shall notify the Chief Executive Officer in writing that it takes exception to the decision of the Chief Executive Officer, the

decision of the Chief Executive Officer shall be final and binding. Provided FASTECH has given the notice of its exception to such decision within the time stated above and has brought suit against the CHA not later than one year after FASTECH has received notice of the decision of the Chief Executive Officer, then the decision of the Chief Executive Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction, or by any arbitral forum and tribunal as the parties may specifically agree to in writing in lieu of action or suit in a court of competent jurisdiction. Each party shall bear its own expenses incurred in any mediation, arbitration or litigation, but any expenses related to the compensation and the costs of any mediator or arbitrator shall be borne equally by the parties hereto.

The parties, their representatives, other participants and the mediator or arbitrator shall hold the existence, content and result of mediation or arbitration in confidence.

20.0 Survival

The provisions of the Articles pertaining to WARRANTY AND REMEDY (Article 11), LIMITATION OF LIABILITY (Article 12), and CONFIDENTIALITY (Article 27) shall survive termination of this SLA, or the completion of services, and shall apply to the full extent permitted by law. If any term of this SLA is held to be unenforceable, no other terms of this SLA shall be affected by that holding, and the remainder of this SLA shall be interpreted as if it did not contain the unenforceable term.

21.0 Governing Law

This SLA shall be governed by and construed in accordance with the laws of the State of Illinois. All services performed for CHA shall be performed in accordance with all applicable laws and regulations.

22.0 Operating Supplies

FASTECH will not be responsible for consumables, operating supplies, accessories, paint or testing media such as toner, fuser units, batteries, tape media, printer pads, etc. Any supplies provided by FASTECH are billable to CHA, and CHA is responsible for payment to FASTECH.

23.0 Help Desk

FASTECH will provide Telephone and Help Desk support for the Equipment specified in Exhibit 1.

24.0 Additions and Deletions

All changes with regard to locations, Equipment coverage, services provided and compensation shall be made by a mutually-agreed addendum as specified in Article 28. The applicable addendum will list (a) Equipment to be added or deleted, (b) locations, and/or (c) SLA options and compensation, as an addendum to Exhibit 1.

The parties agree that if CHA removes all or part of the Equipment covered hereunder from a site, upon written notice to FASTECH, the Equipment or site shall be automatically removed from this SLA, without any further action on FASTECH's part, and the compensation paid to FASTECH

hereunder shall be automatically reduced, on a pro rata basis, taking into account the FASTECH resources devoted to such equipment or site.

25.0 Non-Solicitation

During the term of the Business Relationship and for a period of two (2) years following the termination, FASTECH and CHA jointly agree that their employees, affiliates, agents, or subcontractors, shall not, directly or indirectly, separately or in association with others, call on, solicit, take away, or attempt to call on, solicit or take away or otherwise deal directly with any of CHA's customers or clients or any customers of FASTECH or CHA's customers or clients, or any of their affiliates and/or subsidiaries, for which FASTECH or CHA performed any service for or became aware of in connection with the Business Relationship, without the express written authorization of FASTECH and CHA. At no time shall FASTECH or CHA make use of any FASTECH or CHA Confidential Information in soliciting any of FASTECH's or CHA's customers or clients or any customers of FASTECH's or CHA's customers or clients. FASTECH and CHA further agree that FASTECH and CHA shall make their employees, affiliates, agents, or subcontractors aware of this non-solicitation agreement as set forth in this Section.

26.0 Insurance

During the term of this Agreement FASTECH shall maintain at all times the following insurance coverage, with insurers satisfactory to CHA and with limits not less than those specified:

Workers Compensation and Occupational Disease	\$500,000 / \$500,000 / \$500,000
Commercial Liability	\$1 Million / \$ 2 Million
Automobile Liability	\$ 1 Million per occurrence CSL, for bodily injury and property damage
Professional Liability	\$ 5 Million
Umbrella Liability	\$ 3 Million

Prior to its performance of any Services under this Agreement, FASTECH shall deliver copies of the certificate(s) of insurance providing the coverage specified above to CHA. Such certificate(s) shall stipulate that the insurance company(ies) will provide CHA at least thirty (30) days prior written notice via certified U.S. mail, of any material change, non-renewal or cancellation of coverage.

27.0 Confidentiality

27.1 FASTECH and CHA hereto agree to keep confidential and never disclose the terms and conditions of this SLA without the prior written approval of the other party, except to those employees with a need to know, or as required by law.

27.2 Neither FASTECH nor CHA shall ever use or duplicate any Confidential Information and shall keep confidential and never disclose any Confidential Information to any third party (except disclosure to those employees whose knowledge is necessary to performance under this Agreement provided that all such employees shall be advised of their obligations to protect the interests of FASTECH and CHA regarding Confidential Information). Provided information is designated in writing as confidential or proprietary in nature at the time of disclosure, both FASTECH and CHA agree not to divulge to third parties, without the written consent of the other, any information obtained from or through the other in connection with the performance of

services pursuant to this SLA, unless the information is (a) in the public domain at the time of disclosure; (b) known at the time of disclosure; or (c) obtained from a third party who did not receive the same, directly or indirectly, under a confidentiality obligation.

27.3 As used herein, "Confidential Information" shall mean all information which is so designated and is disclosed or otherwise acquired by either FASTECH or CHA which relates either to FASTECH or CHA and/or its business, products and services, but does not include information which is: (a) widely known to the public or within the computer and/or gaming industries; (b) subsequently received by either FASTECH or CHA in good faith from a third party having the prior right to make such subsequent disclosure; or, (c) disclosed in FASTECH's training courses hereunder.

27.4 The provisions of this Section 27 shall survive the expiration or termination of this SLA indefinitely.

28.0 Entire Agreement

No amendments to the provisions or exhibits of this SLA shall be valid unless made by an Addendum, duly executed, by the authorized representatives of the parties hereto.

Both parties acknowledge and agree that all Confidential Information belonging to the other is and shall remain the exclusive and valuable property of that party.

IN WITNESS WHEREOF, the parties hereto have caused this SLA to be signed by their duly authorized representatives as of the date and year above written.

CHICAGO HOUSING AUTHORITY

FASTECH, INC.


Signature


Signature

Director of Procurement & Contracts
Title


Benje Middlebrooks, Director of Operations
Title

11/4/11
Date

September 27, 2011
Date

APPROVED AS TO FORM AND LEGALITY

CHICAGO HOUSING AUTHORITY
OFFICE OF THE GENERAL COUNSEL


Signature

General Counsel
Title

9/28/11
Date