City of Powder Springs, GA

VC3Advantage Work Order

VirtualOffice Advantage

Work Order No. [VC3INC-1124-1]

under the Master Services Agreement, dated _8-10-2010_.

March 13, 2018

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1. VC3 OVERVIEW

VC3 has been on the leading edge of Information Technology since 1994, providing customer-oriented solutions to both commercial and public sector customers. We implement IT projects and services that can provide above average returns on investment, significantly enhance productivity and lower technology ownership costs.

Current services offerings include:

- Hosted Desktop (Cloud based desktop solutions)
- Hosted and On Premise Voice Solutions (Cloud and premise based voice solutions)
- Managed Support Services
- Website Design and Hosting

- Network Security
- Data Center Services
- Technology Assessments & Security Audits
- Application Development
- Technology Consulting
- Disaster Recovery

VC3's customers include small, medium, and large organizations throughout the South East. Some of our customers include well-known technology companies in the Fortune 500. These organizations have some of the most stringent and demanding expectations of their technology partners; VC3 has answered their call.

A proud member of the CRN Tech Elite 250, which recognizes the most technologically advanced Information Technology providers in the United States, VC3 has been consistently recognized as a leader in developing internet based applications and web technologies, network technology solutions, and world-class support services. VC3 remains committed to incorporating the latest industry technological advances into the applications and solutions we provide. To that end, VC3 is firmly committed to using industry leading products from such vendors as Cisco, Microsoft, Dell, VMware and Citrix, resulting in consistent success in providing our customers with the highest level of return and satisfaction.

The advent of cloud computing has made VC3's long term strategic goal of offering customized solutions a reality. In 2009, VC3 launched the first of our VC3 Advantage product offerings, which utilizes cloud-based technologies. Our Advantage Customers are realizing reduced costs, improved reliability and flexibility, and worry-free maintenance.

VC3's multi-dimensional offerings and ongoing success relies heavily on our ability to build solid, long-term relationships with our customers. We sincerely look forward to providing your organization with the highest quality solution.

VC3 has been named one of the Best Places To Work each year since 2009. For more information, please visit us at www.vc3.com.

2. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Powder Springs, GA and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

3. SUMMARY OF SCOPE OF SERVICES AND FEES

VC3 will provide the following services listed in Table A. This Work Order shall begin and become effective on _____ (Effective Services Start Date) and shall continue for 60 Months unless terminated in accordance with the terms of the Master Services Agreement.

City of Powder Springs, GA will be invoiced based on the number of active VOA seats, with each seat representing a user of VOA that is configured and has permission to log into their personal hosted desktop. Seats that are active prior to the 15th day of the month will be invoiced at full price. Seats that are active after the 15th will be invoiced the following month. City of Powder Springs, GA will be invoiced based on the number of units of each type listed in Table A. The monthly fee is based on the number of supported units of each type listed. Additional services may be added at any time during the life of this contract at the unit rates listed below. Customer may reduce VOA Seat count to no less than 75% of contracted amount.

VC3 will audit the Customer's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal.

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	Annual or One-Time Fee
Base VOA Infrastructure [1]	1	$ 655.64	$ 655.64	
VOA Seats (10 Seat Minimum)	75	$ 155.17	$ 11,637.75	
Partial VOA Seat	2	$ 54.64	$ 109.28	
Additional VOA Seat Activation [2]		$ 155.17		
Additional Supported Device		$ 50.00	$ -	
Included Travel Hours [3]	8.00			
Virtual Servers (VOA) [4] (30 GB Disk, 2 GB Memory)	2	$ 207.62	$ 415.24	
Service Advantage Servers	2	$ 207.62	$ 415.24	
Additional Virtual Memory per GB	24	$ 27.32	$ 655.68	
Additional Disk Storage per GB[5]	571	$ 0.50	$ 285.50	
Additional Bandwidth (Mb/Sec)		$ 150.00	$ -	
Additional Monitor	8	$ 16.39	$ 131.12	
Kiosk w/o MS Office [6]		$ 160.00	$ -	
Kiosk w/ MS Office [6]	2	$ 202.15	$ 404.30	
GIS VOA Seat Hardware	1	$ 25.00	$ 25.00	
SQL Server Access License (Per User)		$ 18.53	$ -	
SQL per Processor License	1	$ 374.62	$ 374.62	
Additional Exchange Account [7]	19	$ 7.50	$ 142.50	
Office 365 E3 Licesnse	0	$ 17.00	$ -	
20 Mbps VPLS Service	1	$ 1,250.00	$ 1,250.00	
SSL Certificate (Annually)	1	$ 300.00		$ 300.00
E-Mail Archiving [8]	93	$ 3.50	$ 325.50	
Project Hours[9]	1	$ 140.00	$ 140.00	
Duo Access	32	$ 1.50	$ 48.00	
Total			**$ 17,015.37**	**$ 300.00**

1. "Base VOA Infrastructure" includes Virtual servers used to deliver the base functionality of the VOA environment.
2. The "Additional VOA Seat Activation" will be invoiced for each unit increase in VOA Seats.
3. Additional travel hours will be invoiced at the hourly rate stated in the Master Services Agreement.
4. Each virtual server will be invoiced at the rate specified in Table A.
5. This includes the data associated with all servers hosted or supported by VC3 that are backed up to VC3's backup vaults.
6. Kiosks used to support multi-employee or public access to Internet or Intranet. MS Office optional.
7. Each VirtualOffice subscription includes one Microsoft Exchange user license. Additional Exchange accounts will be invoiced at the "Additional Exchange Account" rate specified in Table A.
8. Archiving must be turned on for all users. Archiving can only be reduced by purging users from the archive. Purging users may incur additional services.
9. Project hours can be used for any new setup, deployment, or applied to any project VC3 is to complete that is out of the scope of the existing agreement. Project hours can be rolled over month to month and year to year of the existing agreement if not used. Project hours cannot be used after this agreement expires and cannot be rolled into a new agreement or renewal.

4. DELIVERABLES AND SERVICES

VIRTUALOFFICE ADVANTAGE – DELIVERABLES AND SERVICES

VC3 will provide the following functions and services for the number of devices outlined in Table A as part of this Work Order.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A. This includes Network route/switch infrastructure, all included servers and all included thin client, desktop or laptop devices that correlate to the included quantities reflected in Table A.

GENERAL

A. For each supported VOA seat, VC3 will provide the customer with a **Desktop** environment and will provide licensing for Microsoft Office Standard Edition. Microsoft Office Standard Includes Word, Excel, PowerPoint, Outlook, Publisher and OneNote.

B. VC3 will provide the customer with Microsoft Exchange mailboxes with Spam filtering per each licensed VOA user. Each mailbox in excess of the total number of seats will be charged at the rates listed in Table A.
   1. Additional Exchange mailboxes that are not associated with a VOA user will be allocated up to 2GB of storage. Additional mail storage will be provided at the rate specified in Table A.

C. VC3 will provide complete thin client packages or support of one Laptop/Desktop device per Seat (Thin client package includes: thin client, keyboard, monitor and mouse). Support and replacement of thin client hardware is included within pricing. VC3 will make arrangements to repair or replace the failed component in the event of a failure. Once the hardware has been replaced, customer is responsible for returning the replaced device to VC3 within 7 business days. Failure to return said device within 7 business days will result in a replacement charge for the item.

D. VC3 will provide individual and shared file storage for all VOA users.
   1. 10GB per VOA Seat is allocated for the hosted environment. Additional storage requirements will be provided at the rate specified in Table A.

E. VC3 will minimally maintain two weeks of daily backups (Monday-Friday).

F. VC3 will provide **5 Mb/s** of bandwidth for each 25 supported VOA seats for Internet browsing and other Internet based traffic sourced from the VOA hosted desktop. Additional bandwidth usage charges may apply as listed in Table A. The minimum bandwidth allocation for this purpose is **5 Mb/s**. This bandwidth usage is calculated separately from the traffic needed to connect your local devices to the VOA hosted desktop.

DEPLOYMENT & MIGRATION SERVICES

A. VC3 will provide the customer with migration services for their data into the new environment:
    1. VC3 will implement performance monitoring of customer's network prior to and during implementation. If potential issues are discovered, VC3 will make the customer aware of those issues and provide options to resolve them.
    2. VC3 will migrate all file shares currently accessed by PC clients.
    3. VC3 will migrate up to **2GB** of Exchange data per user for existing Exchange server mailbox accounts. Public Folders are not supported and will not be migrated.
    4. VC3 will work with the customer's vendor to migrate the primary data repository for the supported third party applications listed in Table A.
    5. VC3 will provide a repository folder on each PC for end-users to place local files and application settings.
    6. VC3 will provide instructions for end-users on how to export mail, contact lists, and bookmarks from common e-mail applications and browsers and how to import them into the cloud environment.
    7. VC3 will setup the customer's printers and file shares within the new cloud environment. Customer is responsible for testing and confirming appropriate permissions to files and applications have been set.
    8. VC3 will provide end-user training documentation on the cloud environment, Office 2010, and how to obtain support.
    9. VC3 will provide 'Day 1' onsite support.
B. Other services include onsite customer training, 'full-service' migration of PC settings by VC3 staff and migration of additional third-party application data sets that are available upon request via a Change Order.

SUPPORT & VCIO SERVICES

A. **Application Support:**
    1. Customer is responsible for procurement and ownership of all licenses, maintenance, and vender support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
    2. VC3 will provide support for customer licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
B. **24X7 Monitoring and Incident Response Services:**
    1. VC3 will provide 24X7 Incident response services for all included devices.

2. VC3 will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

3. VC3 will provide 24x7 collection of performance data for the customer's included server and network devices per VC3's best practices.

4. VC3 will provide 24X7 response to critical event driven Incidents.

5. VC3 will utilize industry best practices for remote access, control and management of all devices.

6. VC3 Network Operations Center is staffed from 7:00am to 6:00pm Monday through Friday. After hours incident response will be provided via callback within 1 hour of incident submission.

C. **Proactive Services:**

1. **Backup Management:** VC3 will monitor and maintain backups for included devices.

2. **Patch Management:** VC3 will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.

3. **Antivirus and Support Tools:** VC3 will deploy the VC3 Remote Support and Anti-Virus agents to all applicable included devices. VC3 will make a "best effort" to automatically deploy these agents to the said devices.

4. **Anti-Spam:** VC3 will provide Spam filtering for all inbound mail.

D. **VCIO Services:** VC3 will provide the customer with a named 'VCIO' or Virtual Chief Information Officer.

1. **Budgeting:** The VCIO will work with the customer to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.

2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The VCIO will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer's technology investment.

3. **Analyze IT Health data:** The VCIO will analyze the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. **Excluded Services:**

1. Items other than those included above are expressly excluded from the Services provided within this Work Order. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.

2. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined In the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of

this work order and will receive approval from customer prior to rendering these additional services.

3. Services allowing public internet access, such as websites and payment gateways, are not included within the VirtualOffice Advantage product but may be provided via a separate hosting Work Order.

5. CUSTOMER RESPONSIBILITEIS

A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.

B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.

C. Customer is responsible for proper disposal of customer-owned devices.

D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.

E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

6. ASSUMPTIONS

A. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred which exceed the monthly allotment included with this work order will be invoiced according to the Master Services Agreement.

B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.

C. VC3 assumes that the Customers' business applications can be consolidated to the number of virtual servers specified in Table A. Should additional servers be required to support the Customers' business applications, additional charges will be incurred at the rates listed in Table A.

7. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the customer on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, customer is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.

Software development, training and project work, including customer-owned PC upgrades and non-patch upgrades of software, are not included.

8. INVOICING

VC3 will invoice the City of Powder Springs, GA per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice. Unit rates will increase 3% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table B

Milestone Billing	Milestone Description / Date
Implementation Fee	Invoiced at the signing of Work Order
Monthly Fee (60 Month Term)	Invoicing to begin at Effective Services Start Date

*Refer to Table A for implementation fee and monthly fee amounts

VC3, Inc.

By: _____

Name: _____

Title: _____

Date: _____

City of Powder Springs, GA

By: _____

Name: _____

Title: _____

Date: _____

9. ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. **Priority 1:**
- System/device/service down causing work to cease and critical impact to the organization or a whole department; no work around available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. **Priority 2:**
- System/device/service down causing work to cease and potential business impact for an individual user; no work around available.
- Level of service degraded causing impact to the organization or a whole department; no work around available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. **Priority 3:**
- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a work around or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. **Priority 4:**
- Operational impact to the organization, department or user exists though work continues as a result of implementing a work around or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. **Priority 5:**
- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.

- o Requests that have longer lead times to implement than is possible within 5 business days.
- o **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

10. ADDENDUM B – MAINTENANCE WINDOWS

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

A. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".

   During scheduled maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly scheduled maintenance will occur on the 1st and 4th Thursday of every month from 2:00am to 4:00 am. Additionally, servers will be re-booted weekly at 2 AM on Saturday morning. In all cases, a 15-minute downtime is expected during those windows. If customer has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.

   1. **Notification:** If VC3 decides to perform a scheduled maintenance activity beyond the standard 15-minute downtime, customer will be notified via email ten business days before the scheduled maintenance window.

B. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".

   Emergency maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible and appropriate measures taken to return the system to normal availability.

C. **Notification:** Customer will be notified via email should emergency maintenance be necessary.

D. **Hosting Service Areas:** The VC3 Hosting Infrastructure includes but is not limited to the following areas; E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

March 13, 2018

Dear **City of Powder Springs, GA**

As an important customer to VC3, Inc., we would like to invite you to participate in our new automated ACH payment program. In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution.   The ACH Payment program has proven to be an efficient and cost effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have five business days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 5 day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.

ACH Payment Authorization Agreement

Company Name: *City of Powder Springs, GA*

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____   State: _____   Zip: _____

Routing Number: _____   Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____   Title: _____

Signature: _____   Date: _____

Remittance Contact: _____

Contact Email: _____