

**Powder Springs** 

# **VC3 Manage - Cloud Collaboration**Order



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# Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <a href="https://www.vc3.com/terms-of-service/">https://www.vc3.com/terms-of-service/</a> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to <a href="mailto:betterit@vc3.com">betterit@vc3.com</a> identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

# **Summary of Scope of Services & Fees**

Company will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, Company 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. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)

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## **Table A: Services & Fees**

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Base Fusion Infrastructure					
Includes virtual servers used to deliver the base functionality of the Cloud environment.	1.00	\$355.56	\$355.56	\$0.00	\$0.00
Cloud Collaboration User - Government (No Workstation, Inc 365 License)					
24x7 Support, Monitoring & Maintenance, EDR, M365 Backups - Cloud Data Recovery, M365 Cloud Protection - Cloud Protect, M365 License - Office 365 G3 GCC & Enterprise Mobility + Security G3 GCC, Files Hosted in SharePoint & OneDrive	73.00	\$106.00	\$7,738.00	\$0.00	\$0.00
On Premises Server Support					
Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance & Patching - Servers, Strategic IT Planning, Endpoint Detection & Response + 24x7x365 SOC, IT Asset Lifecycle Management,	2.00	\$205.00	\$410.00	\$0.00	\$0.00
Cloud Performance Virtual Server	1.00	\$240.70	\$240.70	\$0.00	\$0.00
Additional Storage (Per GB)	256.00	\$0.60	\$153.60	\$0.00	\$0.00
Additional Virtual Memory (per GB)	4.00	\$42.28	\$169.12	\$0.00	\$0.00
Azure Active Directory Premium P1	73.00	\$6.00	\$438.00	\$0.00	\$0.00
Office 365 E3	80.00	\$23.00	\$1,840.00	\$0.00	\$0.00
Office 365 E1	1.00	\$10.00	\$10.00	\$0.00	\$0.00
Exchange Online (Plan 1)	27.00	\$4.00	\$108.00	\$0.00	\$0.00
Email Archiving  Email Archiving	108.00	\$4.06	\$438.48	\$0.00	\$0.00
End User Support for Office 365 User ( Total 0365 minus CC Seats )	35.00	\$4.24	\$148.40	\$0.00	\$0.00

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Total Services Monthly:			\$13,0	042.07	
Additional Supported Device*	0.00	\$53.05	\$0.00	\$0.00	\$0.00
Faxing Overage Per Page	0.00	\$0.05	\$0.00	\$0.00	\$0.00
Conference Bridge	1.00	\$54.64	\$54.64	\$0.00	\$0.00
Conference Bridge	4.00	05474	05474	00.00	40.00
Additional Local DID	54.00	\$0.57	\$30.78	\$0.00	\$0.00
Hosted Fax Adapter (500 Pages Included)	0.00	\$28.14	\$0.00	\$0.00	\$0.00
Virtual Fax (500 Pages Included)	0.00	\$21.22	\$0.00	\$0.00	\$0.00
Call Center Agent/Supervisor	2.00	\$11.26	\$22.52	\$0.00	\$0.00
Voice User w/ Conf Phone	0.00	\$38.98	\$0.00	\$0.00	\$0.00
Aux Device - Generic	1.00	\$5.15	\$0.00	\$5.15	\$0.00
Polycom VVX Side Car for VVX 450 Expansion Module for VVX- 450 Phone	2.00	\$7.37	\$14.74	\$0.00	\$0.00
Voice User w/Phone	52.00	\$17.00	\$0.00	\$884.00	\$0.00
Voice Voice Mail Only / Forwarding User	6.00	\$5.62	\$33.72	\$0.00	\$0.00
Federal USF Federal USF (estimated)	1.00	\$306.06	\$306.06	\$0.00	\$0.00
Hours (1.5 hours per month)  Agreement Project Hours (1.5 hours per month)	1.00	\$247.50	\$247.50	\$0.00	\$0.00
Phishing Simulator & User Awareness Training (KnowBe4)  Agreement Project					
Phishing Simulator & User Awareness Training (KnowBe4)	75.00	\$2.97	\$222.75	\$0.00	\$0.00
DUO Access ( MFA )  DUO Access ( MFA )	34.00	\$1.75	\$59.50	\$0.00	\$0.00
End User Support for Office 365 User ( Total 0365 minus CC Seats )					

### Notes:

• Prices shown above are valid for 30 days from date of Order.

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- Items denoted with an asterisk (\*) are new to the renewal solution.
- Equipment Buy-Out costs for devices provided under existing MOA agreement will be waived in full with renewal.

### **Table B: Summary of Fees**

One-Time Fees*	Monthly Fees	Annual Fees
\$889.15	\$13,042.07	\$0.00

<sup>\*</sup> One-Time fees may include implementation if required.

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## **Deliverables & Services**

## **VC3 Manage - Cloud Collaboration**

Company will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

Company will provide the following functions and services as part of this Order:

#### A. Discovery & Deployment

- 1. Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:
  - i. Deployment of the Company monitoring and management platform.
  - ii. Deployment of the Company Endpoint Protection software.
  - iii. Full documentation and inventory of your network
  - iv. Best-practice configuration of the network for monitoring and management
  - v. Orientation and training for your staff
  - vi. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
    - Should Mac OS users require onsite assistance to install VC3's
      monitoring and management platform, support will be provided on a
      Time and Materials basis at the rates detailed within Client Master
      Agreement.
- 2. Implement performance monitoring of client's network prior to and during implementation.

#### B. Microsoft Office 365

- Activate Microsoft Office 365 license for each seat (managed device), unless otherwise stated in Table A.
- 2. Provision Microsoft Office 365 Cloud-based services.
- 3. Migrate existing environment to Microsoft Office 365.
- 4. Upgrade Microsoft Office to current version if applicable for user primary devices.
- 5. Provide end-user training documentation on Microsoft Office, and how to obtain support.
- 6. Backup Monitoring & Restoration Services

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- Configure 365 backups for all accounts licensed with appropriate Microsoft 365 license.
- ii. Monitor and maintain backups for the applicable devices and accounts protected.
- iii. Perform periodic updates to the backup software such as patches, and updates.
- iv. Perform data recovery actions at the request of Client.

#### C. 24x7 Monitoring and Incident Response Services

- Provide 24X7 Incident response services for all included user, server, and network devices.
- 2. Provide phone, remote and onsite support to authorized users for all included devices.
- 3. 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.
- 4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
- 5. Utilize industry best practices for remote access, control, and management of all devices.
- 6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
- 7. Resolution of monitoring alerts.
- 8. Resolution of performance issues.
- 9. Resolution of availability issues.
- 10. Resolution of end-user reported problems.
- 11. Routine additions, deletions, and changes to included devices and users.

#### D. **Application Support**

- 1. Provide support for client licensed 3<sup>rd</sup> 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.
- 2. Microsoft Applications
  - Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.

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ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

#### E. Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

- Budgeting: Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
- 2. Strategic Planning: Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client 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 client's technology investment.
- 3. Analyze IT Health data: Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

#### F. Endpoint Detection and Response

- Deployment of Company Endpoint Detection and Response (EDR) agents to all applicable included devices.
- 2. Monitoring of EDR agents by 24x7x365 Partner Security Operations Center (SOC).
- 3. Provide 24x7 Incident response services for all security events and incidents generated by the EDR tool for applicable devices. All events and incidents will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

#### G. IT Asset Administration

- 1. Hardware and software asset and warranty expiration tracking
- 2. Domain name expiration tracking
- 3. Hardware and software purchase specification
- 4. Web portal access for ticket creation and management
- 5. Maintaining network documentation and secure password storage
- 6. Interfacing with vendors such as internet service providers (ISPs)

#### H. Procurement

- 1. Server, Networking, and Power equipment.
- 2. Desktops, laptops, tablets.
- 3. Peripherals, including Printers.
- 4. Software, including subscription-based services.

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5. Domain names and security certificates.

#### I. Hardware as a Service

- 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.
   Company will make arrangements to repair or replace the failed component in the event of a failure. Once the hardware has been replaced, client is responsible for returning the replaced device to Company within 7 business days. Failure to return said device within 7 business days will result in a replacement charge for the item.
- 2. Seats can be increased or decreased to reflect staff headcount changes. If a seat is dropped within the first twelve months of activation a drop fee of three times unit cost will be assessed.
- 3. Packages can be upgraded, and unit counts will be updated accordingly.
- 4. Devices will be replaced based on the refresh cycle selected for that device and when the device was put into service.
- 5. Company will provide replacement components with substantially same or better performance as the original for failures on Hardware-as-a-Service equipment that occur because of internal equipment defects or end of life failure. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
- 6. For mobile computers ie. Laptops, accidental replacement coverage is included with a limit of one replacement per refresh cycle. For all other devices client is responsible for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

#### J. VC3 Voice

- 1. Prior to cut-over from existing phone system to VC3 Voice system, Company will monitor internet connection for packet loss and jitter. If this test for quality of service does not meet the minimum requirements, Client will be responsible for resolving any network latency or quality of service issues prior to Company implementing the Voice Advantage solution. Minimum requirements are based on the number of concurrent off-net calls at each location at 64kbps per call.
- Supply the necessary qualified resources to remotely manage and support the telephony services specified in this work order on a 24x7 basis. Add/edit/delete activities for telephony accounts will be provided during the hours of 8 am to 5 pm EST, Monday through Friday, excluding holidays.

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3. Directory Listing & Directory Assistance (DL/DA) is a service that provides one simple listing per telephone number service address (only one number per address is allowed). A simple listing is one non-bolded, basic listing published via the geographically relevant directory publisher. This service also includes availability of the number via Directory Assistance providers (aka 411). VC3 will make a best effort attempt to have numbers published with a relevant directory publisher but cannot guarantee how individual publishers publish the data.

#### K. Cloud Data Recovery

- 1. Deployment & Implementation Services
  - Configure backups for all accounts licensed with appropriate Microsoft 365 and/or G Suite license.
  - ii. Backup the following items within Clients Microsoft 365 environment:
    - 1. SharePoint
    - 2. Teams
    - 3. OneDrive
    - 4. Exchange Online
  - iii. Backup the following items within Clients G Suite environment:
    - 1. Google Drive
    - 2. Google Calendar
    - 3. Gmail
    - 4. Google Shared Drives
  - iv. Configure infinite backup data retention.
  - v. Configure backups to occur 3 times a day.
- 2. General Managed Backup Services
  - Monitor and maintain backups for the applicable devices and accounts protected.
  - ii. Perform periodic updates to the backup software such as patches, and updates.
  - iii. Perform data recovery actions at the request of Client in line with priorities outlined in Addendum A.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

#### **EXCLUSIONS**

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Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- A. 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 Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

#### **CLIENT RESPONSIBILITIES**

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- C. Client must assign Company as their Microsoft Partner of record.

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D. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor 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.

- E. Client shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which Company is billed that are passed through to the Client (collectively, "Fraudulent Calls"). Client shall not be excused from paying Company for any Services provided to Client or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. In the event Company discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), Company shall immediately notify Client. Notwithstanding the foregoing, nothing contained herein shall prohibit Company from taking immediate action (within one (1) hour of Company first attempt to notify Client) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.
- F. Client is wholly responsible for any and all E911 changes. Company hereby notifies Client as follows:
  - a. 9-1-1 emergency calls will be routed ONLY to the address reflected on the applicable client service order, and that in the event of a failure of the Services 9-1-1 emergency calls may not be completed successfully.
  - b. Client is solely responsible for ensuring that its premises equipment is functional and that power is available to such premises equipment.
  - c. Client is responsible for notifying Company of any relocation of devices that result in a change of street address.
  - d. VC3 SPECIFICALLY ADVISES CLIENT OF THE FOLLOWING CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE THROUGH THE INTERCONNECTED VOIP SERVICE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO TRADITIONAL **E911 SERVICES:** 
    - i. If the physical telephone is moved to another address other than the address that is on file with Company.
- G. Client agrees Company Voice Advantage does not confer the right to use the service for autodialing, continuous or extensive call forwarding, telemarketing (including without limitation to charitable or political solicitation or polling), fax broadcasting or fax blasting. Company reserves the right to immediately terminate or modify the Service, if Company

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- determines, in its sole discretion, that Client's Service is being used for any of the aforementioned activities.
- H. Client shall ensure minimally acceptable bandwidth; client sites should have a minimum bandwidth of 100 Mbps (download). Migration/onboarding requires 5 Mbps per 400GB of data (upload). Any site not meeting the minimum bandwidth should be upgraded prior to moving this solution into production.
- I. Client will make an industry defined reasonable effort to maintain the minimum infrastructure requirements as defined by Company.
- J. Client 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.
- K. Third party tool licensing may be required for additional cost.
- L. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

#### **ASSUMPTIONS**

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <a href="https://www.microsoft.com/licensing/docs/customeragreement">https://www.microsoft.com/licensing/docs/customeragreement</a>
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
- E. If any government statute or regulation or order by a court of law or regulatory authority directly (a) prohibits performance under this Work Order, (b) makes such performance illegal, impossible or impractical, or (c) effects a change which has a material adverse impact upon either party's performance of its obligations under this Work Order, then the parties will use all reasonable efforts, to either (1) revise or amend such conflicting statute or regulation or order by a court of law or regulatory authority or (2) revise this Order (a) so that performance under this Work Order is no longer prohibited, illegal, impossible or is no longer impacted in a material adverse fashion, and (b) in a manner that preserves, to the maximum extent possible, the respective original intent of the parties. Each party will endeavor to provide

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reasonable notice to the other party as to any proposed law, regulations or any regulatory proceedings or actions that could affect the rights and obligations of the parties under this Order. If the parties are unable to revise this Order in accordance with the above, then the party whose performance is rendered prohibited, illegal, impossible, impractical or is impacted in a material adverse manner shall have the right to, at its sole discretion, to cease performance of any such obligations or Services that are so prohibited, impossible, impractical or material and adversely affected without further obligation or liability upon thirty (30) days' prior written notice to the other party (or less if required by law). The parties will continue to perform all such obligations and Services under this Work Order that are not so prohibited, impossible, impractical or material and adversely affected; provided if a material part of the rights and obligations under this Work Order are suspended in accordance with the above and the performance of the remaining obligations would not reasonably maintain the respective original intent of the parties or would not serve the essential purpose of this Work Order, then either party shall have the right, at its sole discretion, to terminate this Work Order without further obligation or liability upon thirty (30) days' written notice to the other party.

- F. This Order is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies. It is agreed that each party shall obtain, file, and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by any governmental body or agency having jurisdiction over its business.
- G. VoIP phones require network router or firewall that supports QOS and POE switching infrastructure. No power supplies are included.
- H. All hardware for use on the Voice Advantage platform must be purchased or leased through VC3. Hardware obtained through other means will not be supported or approved for use on the Voice Advantage platform.
- I. Replacement hardware refers to only Company issued and owned equipment.
- J. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- K. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- L. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- M. Replacement hardware refers to only Company issued and owned equipment.
- N. Client owned equipment will be installed and setup at T&M rates.

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# **Invoicing**

Company will invoice Client per Table C. Company will invoice the Client 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. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client 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 automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

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

#### **Table C**

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$889.15
Monthly Fees (36 Months)	Invoicing to begin when recurring services begin.	\$13,042.07
Annual Fees (36 Months)	Invoiced at signing of the Order.	\$0.00

<sup>\*</sup>Refer to Table  $\,$  B for implementation fee and monthly fee amounts.

VC3, Inc	Powder Sp	orings
Signature :	 Signature :	
Name:	 Name:	
Title:	 Title:	
Date:	 Date:	

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## **Addendum A - Service Desk Priorities**

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

#### A. Priority 1:

- System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
- 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/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution 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 interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
- 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:

- Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
- 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:

- Maintenance tasks, audits, or alignment work that is not requested by the client.
- Business Hours Support: Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

(See tables on next page)

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Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 business hours	90%
4	8 business hours	90%
5	N/A	N/A

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## **Addendum B - Maintenance Windows**

All work performed within Company's Hosting or Client 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.

- 1. Scheduled Maintenance: All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
  - a. **Notification**: Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
- 2. Emergency Maintenance: All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company 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.
  - a. Notification: Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

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