

teton
technology
solutions

Quote

Quote Number: 3564

Payment Terms:
Expiration Date: 07/03/2024

Quote Prepared For

Monica Chenault
Town of Alpine
P.O. Box 3070
Alpine, WY 83128
United States
Phone: (307) 654-7757
clerk@alpinewy.gov

Quote Prepared By

TTS Support
Teton Technology Solutions
185 West Broadway
Jackson, WY 83001
United States
Phone:
Fax: N/A
support@tetontech.net

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	17	Mission Control - Complete - per device Managed service billed per device (servers + workstations)	\$184.00	\$184.00	\$3,128.00
		WORKSTATION: <ul style="list-style-type: none">• Anti-Virus• Advanced MDR/EDR Security• Backup• DNS Filtering• Health Alerts• Updates/Patching• Cloud Print Server• Remote Sessions• Remote Management and Monitoring• Asset Labeling• Asset Reporting			
		EMAIL: <ul style="list-style-type: none">• Administration• Security Standards• Advanced Spam Filtering• Advanced 24/7 Security Monitoring/Mitigation• Email System Backup• Automated Domain/Email Security Records			
		NETWORK: <ul style="list-style-type: none">• Security Assessment/Monitoring Software• Security Defaults• Remote Monitoring• Automated Network Monitoring/Mitigation			

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
-------	----------	------	------------	---------------------	----------------

OTHER:

- Unlimited Helpdesk Support
- Employee Security Awareness Training
- Unlimited IT Consulting
- Quarterly IT Business Reviews

Monthly Total	\$3,128.00
----------------------	-------------------

Subtotal	\$3,128.00
-----------------	-------------------

Total Taxes	\$0.00
--------------------	---------------

Total	\$3,128.00
--------------	-------------------

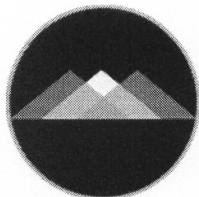
Authorizing Signature _____

Date _____

<p>Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.</p>

Town of Alpine

Mission Control – Complete Managed I.T. Service Agreement



teton
technology
solutions

Section 1: Service Agreement Terms

This Agreement between Town of Alpine, herein referred to as Client, and TETON TECHNOLOGY PARTNERS, LLC is effective upon the date signed, shall remain in force for a month-to-month basis be reviewed on the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and TETON TECHNOLOGY PARTNERS, LLC in advance.

- a. This Agreement may be terminated by the Client upon thirty (30) days written notice if the other Party:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b. If either party terminates this Agreement, TETON TECHNOLOGY PARTNERS will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay TETON TECHNOLOGY PARTNERS, LLC the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- c. Client agrees to allow TETON TECHNOLOGY PARTNERS, LLC to assign, delegate, and subcontract services to third party competent contractors approved by TETON TECHNOLOGY PARTNERS, LLC.
- d. Client agrees that TETON TECHNOLOGY PARTNERS, LLC reserves the right to cancel this agreement at any time, with thirty (30) days written notification.

Section 2: Payment Schedule

\$158 per computer or server (device) per month plus applicable taxes, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. Service, including but not limited to Network Accessibility, will be suspended if payment is not received within 45 days following date due. Refer to Appendix B for TETON TECHNOLOGY PARTNERS, LLC Managed Services covered by the monthly fee under the terms of this Agreement.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services. An initial setup fee may apply, to begin a proposed Project. Upon completion of the project, billing will begin effective immediately.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to TETON TECHNOLOGY PARTNERS, LLC for the state of use.

Section 3: Applicable Coverage

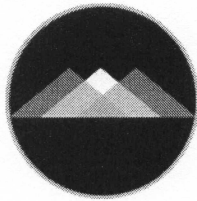
Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by TETON TECHNOLOGY PARTNERS, LLC through remote means between the hours of 6am-6pm, Mountain Time, Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 8x5. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

Support and Escalation

TETON TECHNOLOGY PARTNERS, LLC will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via email, our customized portal or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A, which is provided as an attachment herein.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 6am-6pm, Mountain Time, Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.



teton
technology
solutions

Actual Liability Limitations

In no event shall TETON TECHNOLOGY PARTNERS, LLC be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. TETON TECHNOLOGY PARTNERS, LLC or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

Service Operations Disclaimer

Customer grants TETON TECHNOLOGY PARTNERS, LLC authorization to view any data within the regular routine of the repair or system improvement. Customer also authorizes TETON TECHNOLOGY PARTNERS, LLC to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

Section 4: Additional Services

Support for Hardware and Software

TETON TECHNOLOGY PARTNERS, LLC shall provide support of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Monitoring Services Provided Under This Agreement

TETON TECHNOLOGY PARTNERS, LLC will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. TETON TECHNOLOGY PARTNERS, LLC will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, TETON TECHNOLOGY PARTNERS, LLC shall make every attempt to rectify the condition in a timely manner through remote or onsite means.

Section 5: Existing Environment Suitability Requirements

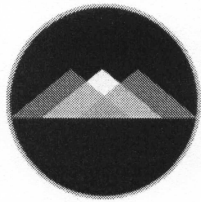
Minimum Equipment Standards for Suitability

In order for Client's existing environment to qualify for TETON TECHNOLOGY PARTNERS, LLC's Managed Services, the following requirements must be met:

- a. All Servers with Microsoft Windows Operating Systems must be running Windows 2012R2 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- b. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- c. All Apple desktops and laptops with Mac OS X must be running OS X version 10.14 or higher and have all updates applied.
- d. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- e. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- f. For local backups to occur, the environment must have a currently licensed, Vendor-Supported backup storage location suitable for accessing over the local network with enough storage to support the Clients backup needs.
- g. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- h. All Wireless data traffic in the environment must be securely encrypted.

Dealing With Chronically Failing Equipment

Experience has shown, equipment belonging to the client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, client agrees to work constructively and positively with TETON TECHNOLOGY PARTNERS, LLC to replace the equipment at additional cost through TETON TECHNOLOGY PARTNERS, LLC.



teton
technology
solutions

Section 6: Services Not Included Under Agreement

Service rendered under this Agreement does not include the following:

- a. Parts, equipment or software for customer's telecommunications systems which are not specifically listed in the Sales Quote/Proposal.
- b. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- c. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- d. The cost to bring Client's environment up to minimum standards required for Services.
- e. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by TETON TECHNOLOGY PARTNERS, LLC, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than TETON TECHNOLOGY PARTNERS, LLC.
- g. Maintenance of Applications software packages, whether acquired from TETON TECHNOLOGY PARTNERS, LLC or any other source unless specified in Sales Quote/Proposal 3564.
- h. Programming (modification of software code) and program (software) maintenance.
- i. Training Services of any kind.
- j. This proposal does not include replacement of or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones nor any other specialized accessory), unless this equipment was originally provided under this agreement. All labor required for installation of the above devices is covered under this agreement.

Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and will be invoiced separately.

Section 7: Confidentiality of Service

TETON TECHNOLOGY PARTNERS, LLC and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

In order to fulfill TETON TECHNOLOGY PARTNERS, LLC's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by TETON TECHNOLOGY PARTNERS, LLC and not released to the Client or other third parties.

Upon the mutual agreement of TETON TECHNOLOGY PARTNERS, LLC and the Client, including payment of all sums due to TETON TECHNOLOGY PARTNERS, LLC, passwords and other administrative codes will be released to the Client or others at the Client's written direction.

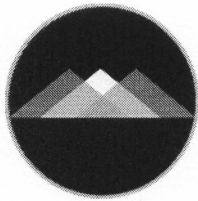
Section 8: Jurisdiction, Assignment and Venue of Enforcement

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming. Jurisdiction and venue shall exclusively lie in the County of Teton, City of Jackson. It constitutes the entire Agreement between Client and TETON TECHNOLOGY PARTNERS, LLC for monitoring/maintenance/service of all equipment listed in "Appendix B". This agreement can be modified by a signed written Addendum by both parties.

This agreement may not be assigned, delegated or otherwise subjugated to another party, without the expressed written permission of TETON TECHNOLOGY PARTNERS, LLC, given a minimum of thirty (30) days advanced notice of the requested change. TETON TECHNOLOGY PARTNERS, LLC has the expressed sole capability to approve or decline assignment for any reason, as such will be provided to the Client within seven (7) business days of the receipt of the advanced notification.

If any collection action, litigated or otherwise, is necessary to enforce the terms of this agreement, TETON TECHNOLOGY PARTNERS, LLC shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



teton
technology
solutions

TETON TECHNOLOGY PARTNERS, LLC is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Section 9: Acceptance of Terms and Conditions

This Service Agreement covers those services and equipment listed in Appendices A & B, Sales Quote/Proposal 3564, or as modified with an addendum which may result in an adjustment to the Client's monthly charges. Should client wish to acquire additional equipment or services and wants TETON TECHNOLOGY PARTNERS, LLC to provide service, prior approval from TETON TECHNOLOGY PARTNERS, LLC must be obtained.

The undersigned, for value received and hereafter valued, hereby unconditionally guarantee(s) to TETON TECHNOLOGY PARTNERS, LLC, a WYOMING corporation, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

CLIENT Authorized Signature

Date: _____

PRINTED NAME for Client

TETON TECHNOLOGY PARTNERS Authorized Signature

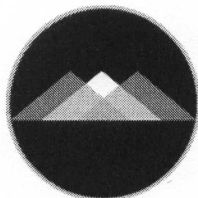
Date: _____

PRINTED NAME for TETON TECHNOLOGY PARTNERS, LLC

Managed Services Agreement: Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:



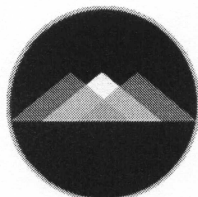
Trouble	Priority	Response time	Resolution time	Escalation threshold
<i>Service not available (all users affected and functions unavailable)</i>	<i>As Required</i>	<i>Within 1 Hour</i>	<i>ASAP – Best Effort</i>	<i>2 Hours</i>
<i>Significant degradation of service (large number of users or business critical functions affected)</i>	<i>As Required</i>	<i>Within 4 Hours</i>	<i>ASAP – Best Effort</i>	<i>8 Hours</i>
<i>Limited degradation of service (limited number of users or functions affected, business process can continue)</i>	<i>As Required</i>	<i>Within 24 Hours</i>	<i>ASAP – Best Effort</i>	<i>48 Hours</i>
<i>Small service degradation (business process can continue, one user affected)</i>	<i>As Required</i>	<i>Within 48 Hours</i>	<i>ASAP – Best Effort</i>	<i>96 Hours</i>

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
<i>Tier 1 Support</i>	<i>All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.</i>
<i>Tier 2 Support</i>	<i>All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.</i>
<i>Tier 3 Support</i>	<i>Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.</i>

Managed Services Agreement: Appendix B



teton
technology
solutions

Covered Device and User Inventory

A list of all covered devices and uses will be maintained by Teton Technology Partners, LLC via their management software. The client will be provided access to these systems to view their own devices, users, and other account information on request.

Exclusions to the Service Agreement

- Projects and Change Orders will be considered outside the scope of this agreement and be billed at a standard hourly rate. (Common examples include the following: User on boardings and off boardings, office move, new equipment installation, software migrations, etc.)
- Users requesting support not listed in the "Contact" database maintained by Teton Technology Partners will be provided support at a standard hourly rate
- Requests for support on devices not listed in the "Installed Assets" database maintained by Teton Technology Solutions will be supported at a standard hourly rate
- Requests for support outside the hours listed in Section 3 will be addressed at the Emergency/After Hours Support rate

If you have any concern whether your request will be excluded from your contract, please contact us before making the request for clarification.

Standard Hourly Rate: \$165/hr

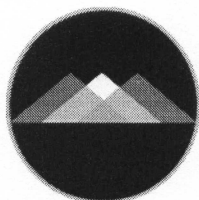
Emergency/After Hours Support Rate: \$250/hr

Managed Services Agreement: Appendix C

Included in the Service Agreement

WORKSTATION:

- Anti-Virus
- Advanced MDR Security
- DNS Filtering
- Health Alerts



teton technology solutions

- Updates/Patching
- Cloud Print Server
- Remote Sessions
- Remote Management and Monitoring
- Asset Labeling
- Asset Reporting

EMAIL:

- Administration
- Security Standards
- Advanced Spam Filtering
- Advanced 24/7 Security Monitoring
- Email System Backup

NETWORK:

- Security Assessment/Monitoring Software
- Security Defaults
- Remote Monitoring

OTHER:

- Unlimited Helpdesk Support
- Employee Security Awareness Training
- Unlimited IT Consulting
- Quarterly IT Business Reviews