

**CITY OF CAPITOLA**  
**PROFESSIONAL SERVICES AGREEMENT**  
Managed Information Technology Services  
Exceedio

THIS AGREEMENT is entered into on March 15, 2022, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" or "Customer" and Exceedio, hereinafter called "Consultant" or "Contractor".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1**  
**Scope of Services**

The services to be performed under this Agreement are for Managed Information Technology Services and further detailed in Appendix One ("Services").

In connection with providing Services, Consultant will have access to Personal Information consisting of City Employees' names, logins, and IP addresses ("Personal Information"). Consultant shall not have access to, collect, maintain, store, process, or handle any other personally identifiable information in the course of performing the Services. Personal Information shall remain owned by Customer.

**SECTION 2**  
**Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Larry Laurent called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

Consultant shall keep confidential all Personal Information to which it has access as a result of providing Services to Customer. Consultant shall limit access to Personal Information only to its employees, vendors, subcontractors, or third parties it elects to use to perform the Services who require access to Personal Information to perform the Services.

If Consultant elects to use any vendors, subcontractors, or third parties to perform the Services, Consultant shall require vendors, subcontractors, and/or third parties it elects to use to agree to and be bound by the

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terms of this Agreement. Consultant is accountable and liable for any acts or omissions of vendors, subcontractors, and/or third parties it elects to use in accordance with the indemnity provision (Section 9) of this Agreement.

Consultant shall implement and maintain security practices, including but not limited to, physical, administrative, and technical safeguards and controls, that meet or exceed industry standard best practices and keep up with threats as they evolve for all Services provided to Customer. Customer shall have the right to audit Consultant's controls and security used in connection with the Services upon 10 days' written notice to Consultant to ensure Consultant's compliance with this Agreement and industry standards. Consultant shall fully cooperate with any audit. In addition, Consultant shall provide Customer with the results of any audit performed by or on behalf of Consultant that assesses the effectiveness of Consultant's security program as relevant to the security of the Services provided to Customer and confidentiality of Personal Information to which Consultant has access as a result of providing Services to Customer.

Consultant warrants that any collection, access, use, storage, disposal, and disclosure of Personal Information in connection with the Services will and does comply with all applicable federal, state, and local privacy and data protection laws.

Consultant shall notify Customer within 24 hours of detection of a security incident affecting the Services or Personal Information that has a reasonable possibility of qualifying as a data breach under applicable law ("Security Incident"). Consultant shall fully cooperate with Customer in investigating the Security Incident. Consultant agrees it shall not inform any third party of any Security Incident, except if Consultant is required to notify its insurer. Customer shall have the sole right to determine whether notice of the Security Incident must be provided to any individuals, regulators, law enforcement agencies, or others and the contents of such notice.

### **SECTION 3 Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the Services, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. City shall not control or direct the manner in which the Services are to be performed. However, the work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

### **SECTION 4 Fees and Payment**

Fees and payments are listed in Appendix Two

### **SECTION 5 Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall

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be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

## SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the Services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work and Services shall begin on or about March 1, 2022 and the Term of this Agreement shall last for 5 years from the date of March 1, 2022 ("Term").

In the event that major changes are ordered, or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement, but if Consultant delays performance of the Services for any other reason than City's order of major changes or delay caused by circumstances beyond Consultant's control, City shall not be required to grant Consultant a reasonable adjustment and shall have the right to terminate the Agreement for Consultant's failure to fulfill its obligations hereunder as further described in Section 7. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.


## SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ninety (90) days written notice to Consultant. Fees for termination prior to the completion of the 5-year term are equal to 20% of the MSA Waived Fee per year remaining on the agreement. Consultant and City may terminate this Agreement upon written notice should either party fail to fulfill its duties as set forth in this Agreement or for breach of this Agreement. No fees shall be charged to Customer for termination as a result of Consultant's breach of this Agreement or any of its duties or obligations hereunder. It shall not be considered a breach of this Agreement or failure to fulfill its duties if Customer, in good faith, disputes a charge or payment obligation.

This Agreement shall automatically terminate upon the expiration of the Term. Prior to expiration of the Term, the parties shall have the opportunity to negotiate for renewal of the Agreement. If no agreement is reached regarding renewal of the Agreement, the Agreement will terminate at the expiration of the Term.

Upon termination or any time before termination, Consultant shall follow Customer instructions regarding return and deletion of Customer data at Consultant's own cost, and shall not refuse to return or delete Customer data regardless of any open times or any disputes, including but not limited to, payment obligations, arising under this Agreement.

Upon termination, Consultant shall not access Customer systems except to comply with Customer requests to assist in transition to a subsequent service provider or wind up the Services.

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## SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.
5. Cyber insurance appropriate to cover the costs of a data breach, including costs associated with investigating, addressing, and responding to a data breach. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this agreement, and shall include, but not be limited to claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence and **\$2,000,000** in aggregate (including operations, products and completed operations) for bodily injury, personal and property damage.

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2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability Insurance **\$1,000,000 per accident for bodily injury and property damage.**
4. Errors and Omissions Liability: **\$1,000,000** per claim and **\$2,000,000** in the aggregate.  
Limits
5. Cyber Insurance **\$1,000,000** per occurrence or claim, and **\$2,000,000** in the aggregate.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

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Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or vendors, subcontractors, or third parties in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole gross negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or vendors, subcontractors, or third parties in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole gross negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, vendors, subcontractors, or third parties, except where caused by the sole gross negligence or willful misconduct of the City.

## SECTION 10 Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

## SECTION 11 Legal Action/Attorneys' Fees/ Choice of Law/ Venue

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City. For any disputes related



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to or arising from this Agreement, venue shall be in the Superior Court of the State of California in the County of Santa Cruz.

## SECTION 12 Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

## SECTION 13 Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

## SECTION 14 Vendor Equipment

1. **Effective date.** This equipment Agreement is effective as of the Effective Date and shall remain in full force and effect for the Term.
2. **Vendor Equipment.** Vendor agrees to deliver to Customer and Customer agrees to receive, on loan, the equipment, supplies, or other materials (including any spare or maintenance parts hereafter provided) (the "Vendor Equipment") further set out on Appendix 2 or any approved SAPA's.
3. **Taxes.** Vendor shall, at Customer's expense provided Vendor obtains Customer's prior written consent, report, pay, and discharge, when due, any taxes, license or registration fees, however designated or levied, relating to the Vendor Equipment or its use during the Loan Period.
4. **Title.** Title to the Vendor Equipment shall remain vested in Vendor. Nothing in the Agreement shall be construed as conveying to Customer any right, title, or interest in the Vendor Equipment, except as a borrower and only for the limited purpose set forth herein. At Vendor request, Customer shall join with vendor in executing any financing statements regarding the Vendor pursuant to the Uniform Commercial Code. Customer shall, to the extent it is able with commercially reasonable efforts, keep the Vendor Equipment free and clear of all levies, liens, and encumbrances and shall in no event treat Vendor Equipment as a Customer Asset.
5. **Use, Maintenance, and Repair of the Vendor Equipment.** While in Customer's possession, Customer shall use the Vendor Equipment in a reasonable and ordinary manner, shall make all logical and earnest attempts to keep the Vendor Equipment safe, secure and protected, and shall comply with all applicable laws and regulations relating to its possession and use. Customer agrees that it shall not, directly or through a third party, attempt to repair or service, or tamper with, the Vendor Equipment, unless Vendor provides prior written consent.

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6. **Delivery or Loss.** Customer acknowledges and agrees that it will bear all risk of loss or damage to the Vendor Equipment once delivered to Customer or its agent. Customer's liability for physical loss or damage to the Vendor Equipment shall automatically terminate upon Customer's delivery (or Vendor's retrieval) of the Vendor Equipment except in the same condition initially provided, except for ordinary wear and tear. For physical loss of or damage to the Vendor Equipment caused by Customer's negligent or intentional acts or omissions, Customer agrees that it is obligated to reimburse Vendor in an amount equal to the replacement cost as of loss date.

7. **Location of Equipment.** Customer shall maintain the Vendor Equipment at Customer's site and shall not relocate any Vendor Equipment without the prior written consent of Vendor.

8. **Surrender.** Upon the expiration or termination of the Agreement, Customer shall return all Vendor Equipment to Vendor in good physical repair and physical condition with the exception of ordinary wear and tear resulting from proper and ordinary use. Customer agrees to cooperate fully with Vendor's efforts to retrieve the Vendor Equipment upon any such expiration or termination and agrees that Vendor may take possession of the Vendor's Equipment with notice to Customer wherever the Vendor Equipment may be located, without any court or other process of law.

## SECTION 15 Miscellaneous Provisions

1. **Project Manager.** Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.

2. **Consultant Service.** Consultant is employed to render the Services only and any payments made to Consultant are compensation solely for such Services.

3. **Licensure.** Consultant warrants thereby represents that he or she has an established trade, occupation, or business in the same nature of services Consultant is performing under this Agreement. Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

4. **Other Agreements.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

5. **City Property.** Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.

6. **Consultant's Records.** Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.



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7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

9. *Preservation Notices and PRA Requests.* Consultant shall cooperate with Customer in preserving all Customer's data pursuant to any legal or litigation hold, or to comply with a Public Records Act request Customer may receive.

10. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

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CITY  
CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010  
831-475-7300

CONSULTANT  
Name Exceedio Inc.  
Address 5900 Butler Lane #205  
Phone Scotts Valley, CA 95066

By: \_\_\_\_\_  
Benjamin Goldstein, City Manager

DocuSigned by:  
By: *Mat Gafke*  
\_\_\_\_\_  
Mat Gafke President

Dated: \_\_\_\_\_

Dated: 3/17/2022  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Samantha W. Zutler, City Attorney

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## **APPENDIX ONE Scope of Services**

### **Infrastructure as a Service – The Network – Included**

- Firewall device and protection services
- Network switching backbone multi VLAN
- Wireless access system multi VLAN
- Wan / ISP Monitoring

### **Platform as a Service – The Server(s) – Included**

- Microsoft Server 2016/2019
- Azure Hosted Server systems
- High speed SSD disk systems
- Enterprise server configurations

### **IT as a Service - The Support Desk – Included**

- User Account Administration
- Server Administration
- Printer Management
- Performance Monitoring
- Drive Space Monitoring
- Error & Event Log Monitoring
- Application & Database Monitoring
- Network Firewall & ISP Monitoring
- Microsoft Patch Management
- Antivirus License & Management
- Antispyware License & Management
- Backup Monitoring & Administration
- VPN Setup and Administration
- Security Administration
- Asset Inventory

### **Software as a Services – The Applications**

- Azure Virtual Server Host System Local – Microsoft 2019 Hyper V – Included for City
- Azure Virtual Operating Systems Local – Included for City

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### Remote Response Times and Resolution Times

Normal Business Support Hours: 8:00am to 5:00pm Monday through Friday - Time Zone: PST

Priority	Issue	Response Time Normal	Response Time After Hours
1	Major outage, affects all users	60 minutes	60 min / \$145 per hour
2	Significant service problem, affects business critical	90 minutes	90 min / \$145 per hour
3	Limited problem, business can continue	Next business Day	90 min / \$145 per hour

### Support Request and Escalation for managed IT assets

- Support tickets initiated by Customer via e-mail, telephone, or online ticketing system
- Tickets are created within Vendor and acknowledged to Customer, documenting the issue and priority
- Escalation is handled through service desk system, user class and by ticket category
- Customer will be informed of ticket status changes by phone or e-mail
- Ticket closure will be based on Customer's satisfaction of completion
- Support is provided remotely, client will provide staff resource for hands and eyes
- Onsite work is scheduled through service coordinator and is billable unless is related to HaaS Device
- Any hardware or software changes will be documented using Vendors change management system

### Service Coverage and Exclusions

1. Technical Standards:
  - a. All servers, laptops and desktops to be patched using Vendors management system.
  - b. All servers and desktops to be running using a legal and current (supported) copy Windows
  - c. Only legal software is to be installed on any devices supported by Exceedio
  - d. All machines will be standardized to support only those applications required by the business. Once a machine is standardized, it will be locked down so no modifications can be made by anyone. Requests for modifications can be submitted to the help desk and reviewed on an as needed basis.
2. Audit Standards: on a quarterly basis, vendor will:
  - a. Provide Active directory report for verifying users, computers, security groups and distribution groups
  - b. Provide O365 Active license report
  - c. Provide Active Asset report
  - d. Provide WAN/LAN Security report
3. Prior to dispatching on-site, vendor will:
  1. We will work with the Single Point of Contact (SPOC), a staff member you designate.
  2. The SPOC will act as the eyes and hands of our engineer if needed.
  3. Service coordinator will seek budget approval for on-site work
4. Hardware repairs are covered for all requests and tasks executed on CUSTOMER machines holding a valid manufacturers or extended warranty.

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## Lifecycle Management

Active IT assets will be managed by Vendor throughout the lifecycle. This will include infrastructure items such as router, switches, access points, workgroup printers, servers, data storage devices, backup devices as well as end user desktops, and laptops.

- Purchase of equipment and systems for Customer will be quoted and approved by Customer's Management.
- Asset list will be maintained in real time to keep track of equipment and software systems
- Maintenance contracts must be active on all devices and software
- Recommended and implement patches in a timely manner.
- Backups performed regularly and before any major changes or server patching
- End of support and end of life dates will be known and planned around
- Retirement and removal includes notifying Customer and destroying Customer data after one year, but in any event following Customer instructions regarding Customer data deletion and return.

## Proactive Monitoring

Vendor will setup monitoring, alerting, and reporting capabilities as follows:

- Server disk space
- Server availability, memory, CPU
- Server Logs (Critical and Error)
- Server UPS events
- Network availability of LAN and WAN
- Services considered critical: DNS, DHCP, Switches, Wi-Fi, File Services.

## Backups

Data backups will be performed using Vendors system if purchased. The standard also calls for periodic testing of backup recovery to ensure that backup and recovery methods work properly should the need arise.

Backup System	Datto Enterprise or Microsoft Azure
Data Retention Period	One year or longer based on City requirements
Offsite Storage Approach	Cloud
Data not covered by backup	Servers and selected desktop

**Service Reviews** Periodically, we would like to review the service. At a high level: the agenda would include:

- Review Business Objectives
- Service Desk: Incident Management and Service Request Performance
- All services: Availability, uptime/downtime, Change Orders

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- Compliance with policies for licensing, anti-virus, patching
- Billing, IT Road Map and Planned Expenditure
- Planning, referencing budget and maturity model
- Continuous Improvement Targets
- Single Point of Failure and risk and mitigation review

### **What Is Not Covered**

- Parts and labor are not covered for machines or applications owned by CUSTOMER that do not have a valid manufacturer warranty or 3<sup>rd</sup> party support contract.
- Any hardware and/or software product support proving to be unreliable, and problematic may need to be replaced if it needs to be supported by Exceedio. We will review unreliable and problematic machines as needed, or during our regular review meetings.
- Rollouts or installation of new software, PC's, laptops, servers, printers, network devices, prototypes of devices not previously in use at CUSTOMER, capital projects and other items not specifically mentioned here, are not covered under this agreement. These items will be budgeted under separate Quote or SOW, as needed, with separate approvals required.
- Coverage will not be provided on national holidays, weekends and after hours unless specifically requested. We will prepare a separate budget in response to your request for additional services outside the scope of this agreement.
- Exceedio reserves the right to bill for labor incurred during a server recovery on CUSTOMER owned devices that are not listed on the SAPA with Backup and Disaster Recovery services.



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IT Support Agreement Coverage Check List				
		Yes	No	Comment
<b>Telephony</b>	Moves, Adds and Changes		X	
	Systems Documentation / Configuration Management & Backup / Asset Management / Lifecycle Management / Capacity Planning / Maintenance Agreement Management		X	
	3rd party (including carrier) support management, maintenance agreement and interaction		X	
<b>Video Conferencing</b>	Configuration Management / Asset Management / Lifecycle Management / Maintenance Agreement Management		X	
	Directory Management		X	
<b>Email</b>	Administration of mailboxes and distribution lists	X		
	Spam service management	X		
<b>Systems Management</b>	Database and Application Systems Maintenance and Support		X	
	List specific DB's and app's here: NONE		X	
			X	
	Server Printer Management	X		
	Systems Documentation	X		
	Configuration Management	X		
	Asset Management	X		
	Lifecycle Management	X		
	Capacity Planning	X		
	Maintenance Agreement Management	X		
Patch Management	X			
<b>Devices and Applications</b>	Local Users listed in service desk system	X		
	Desktops and Laptops <ul style="list-style-type: none"> <li>- Antivirus and encryption, and infection clean-up</li> <li>- Configuration and Asset Management</li> <li>- Maintenance Agreement Management</li> <li>- License Management within Customer policy</li> <li>- Remote Access Solutions / Server Gateways</li> <li>- User Backup (must be called out by device)</li> <li>- Desktop UPS Replacement</li> </ul>			Customer manages PC's and users
	Smartphones and Tablets <ul style="list-style-type: none"> <li>- Patch Management for Smartphones using MDM</li> <li>- Configuration Management / Asset Management/ Lifecycle</li> </ul>		X X	Customer manages phones.
<b>Infrastructure</b>	Active Directory <ul style="list-style-type: none"> <li>- Manage Adds / Moves and Changes</li> </ul>	X		
	Servers <ul style="list-style-type: none"> <li>- Disk Space Monitoring</li> <li>- SAN / NAS Drive monitoring / hot swapping</li> <li>- Availability / Server Health Monitoring</li> <li>- Preventative Maintenance Processes</li> <li>- Performance Monitoring and Summary Reporting</li> <li>- Systems Documentation / Configuration Management</li> </ul>	X X X X X X		

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IT Support Agreement Coverage Check List				
		Yes	No	Comment
	<ul style="list-style-type: none"> <li>- Asset Management / Lifecycle Management</li> <li>- Capacity Planning / Maintenance Agreement Management</li> <li>- Patch Management</li> <li>- License Management</li> <li>- AntiVirus Management</li> <li>- Backup and Restore (proactive and reactive)</li> <li>- UPS Configuration</li> </ul>	X X X X X X X		Azure - City
<b>Infrastructure</b>	<b>Firewall</b> <ul style="list-style-type: none"> <li>- Hardware and on-site replacement</li> </ul>	X		
	<b>Routers / Switches / WIFI</b> <ul style="list-style-type: none"> <li>- Availability / Health Monitoring</li> <li>- Preventative Maintenance</li> <li>- Systems Documentation / Configuration Management</li> <li>- Backup / Asset Management / Lifecycle Management</li> <li>- Maintenance Agreement Management</li> <li>- Capacity Planning / Patch Management</li> <li>- HaaS Device On-Site replacement</li> </ul>	X X X X X X X		
	<b>WAN / Internet connection</b> <ul style="list-style-type: none"> <li>- Carrier Negotiation</li> <li>- Availability / Performance Monitoring</li> <li>- Capacity Planning</li> <li>- Troubleshooting</li> </ul>	X X X X		
	<b>Server UPS</b> <ul style="list-style-type: none"> <li>- Asset Management / Lifecycle Management</li> <li>- Capacity Planning / Maintenance Agreement Management</li> <li>- Device On-Site replacement if client owned</li> </ul>	X X	X	

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## APPENDIX TWO Fees and Payments

Exceedio Managed Services are billed on the number of physical hardware assets and software products we are asked to Manage. Exceedio core services are billed monthly and due in advance.

This Service and Payment Agreement dated 3/15/2022 is made between ("Customer") listed above and Exceedio Inc.

Customer agrees to purchase Services listed below from Exceedio on a monthly basis. This Agreement is subject to the provisions regarding termination set forth in the Agreement.

Projected monthly fee of \$5,476.62. Invoice amount may vary depending on number of active assets.

Service Description - Price List	Qty	Cost	Total
1211 - EMS ITaaS Network Site - 420/422 Capitola	1	299.00	299.00
1211 - EMS ITaaS Network Site - Jade, Kennedy, Mall	3	99.00	297.00
1213 - EMS ITaaS Server Device - City (2) PD (6)	8	199.00	1,592.00
1379 - EMS HaaS Cisco Advanced Firewall MX85 - Capitola	1	109.00	109.00T
1377 - EMS HaaS Cisco Advanced Firewall MX64 - Jade	1	59.00	59.00T
1392 - EMS HaaS Cisco Advanced Switch 8 Port L2	2	17.00	34.00T
1394 - EMS HaaS Cisco Advanced Switch 48 Port POE L3	1	92.00	92.00T
1393 - EMS HaaS Cisco Advanced Switch 24 Port POE L2	4	54.00	216.00T
1394 - EMS HaaS Cisco Advanced Switch 48 Port POE L2	5	72.00	360.00T
1371 - EMS HaaS Ruckus Enterprise Access Point	6	39.00	234.00T
1324 - EMS HaaS Dell Server R550 Host VM's 14TB with licenses	2	313.00	626.00T
1325 - EMS HaaS Dell Server NX440 Host Storage 24TB	1	128.00	128.00T
1640 - MS Azure SaaS Networking	1	250.00	250.00
1610 - MS Azure SaaS Virtual Machine(s)	1	305.00	305.00
1630 - MS Azure SaaS Backups - Daily 30 days	1	530.00	530.00
1751 - MS Azure Server Standard Processor 8 Core Pack	2	22.00	44.00
1549 - EMS SaaS Anti Virus System	84	1.60	134.40
1101 - EMS Waived Fee for In-Service, early return, and deinstallation per year	5	7,088.00	35,440.00
1100 - EMS Waived services with 5 year agreement		-100.00%	-35,440.00
Sales Tax		9.00%	167.22