

FY26-27 ETS Renewal Proposal

VALID THROUGH*
September 2, 2026

Proposal PRP-000084-R3 | August 3, 2026

PREPARED FOR**City of Dodgeville****PROJECT SITE****City Hall**410 E Leffler St
Dodgeville, WI, 53533**OPPORTUNITY****FY26-27 ETS Renewal**OPP-000021
Build BLD-000014A

Pricing Summary

Products and Materials	\$2,874.30
Professional Services	\$42,437.63
Shipping & Freight	\$0.00
Subtotal	\$45,311.93
Total Investment	\$45,311.93

Applicable sales tax, if required, will be calculated on the final customer invoice.

Products and Materials

\$2,874.30

	QUANTITY	UNIT PRICE	TOTAL
NinjaOne-Contract-Agent-Year - NinjaOne endpoint management and monitoring agent. - 1 Year	45	\$25.74	\$1,158.30
NinjaOne-Contract-Backup-1TB-Year - One terabyte of NinjaOne backup storage capacity.	5	\$156.00	\$780.00
NinjaOne-Contract-Backup-Server-Year - NinjaOne cloud backup licensing for one server.	4	\$234.00	\$936.00

Professional Services

\$42,437.63

Description of Services

- This Proposal, the attached Exhibit A – Managed Essential Technology Services Package, and the TC Networks Terms of Service Agreement collectively constitute the agreement between the parties. If there is a conflict concerning pricing, quantities, or the agreement term, this Proposal controls. If there is a conflict concerning service scope, inclusions, exclusions, or service responsibilities, Exhibit A controls.
- Contract Terms July 1st 2026 - June 30th, 2027

Acceptance

Quotation Validity

This Proposal is valid for thirty (30) days from the date issued. TC Networks makes every effort to provide accurate and stable pricing; however, manufacturer, distributor, freight, tariff, and market conditions may change without notice. If material cost changes occur after this Proposal is issued, TC Networks reserves the right to adjust pricing accordingly. We will promptly notify you of any such changes before proceeding with the order.

Acceptance by an authorized customer representative confirms this Proposal and authorizes TC Networks to proceed with the procurement of materials, scheduling of resources, and execution of the project.

Hardware, software, licensing, and other purchased materials will be invoiced at the time they are ordered. Payment terms for those items begin on the invoice date and are not deferred until project completion. Labor will be invoiced upon completion of the project (or according to any agreed project milestones), and payment terms for labor begin on the labor invoice date.

Please return a signed copy of this Proposal or provide a purchase order referencing this Proposal at your earliest convenience. This allows TC Networks to immediately begin ordering equipment, scheduling resources, and coordinating your project to achieve the earliest possible start date.

I have reviewed this Proposal and understand the scope of work, pricing, and terms described above. By signing below, I authorize TC Networks to proceed with the project in accordance with this Proposal.

Authorized Customer Representative

Date

Exhibit A: Managed Essential Technology Services Package

City of Dodgeville

Agreement Term	July 1, 2026 through June 30, 2027
Related Proposal	FY26-27 ETS Renewal Proposal, PRP-000078-R1
Service Model	Managed Essential Technology Services delivered through the TC Networks ETS team
Recurring Charges	As stated in the Related Proposal

Document Relationship. The Related Proposal governs pricing, product quantities, software licensing, billing amounts, and the agreement term. This Exhibit defines the covered technology, included managed services, service-delivery model, responsibilities, exclusions, and limitations. The applicable TC Networks Terms of Service Agreement governs general legal and commercial terms. Together, these documents constitute the agreement between the parties.

1. Service Model

This Exhibit describes the Essential Technology Services ("ETS") that TC Networks, Inc. ("TC Networks") will provide to the City of Dodgeville (the "CLIENT").

This Agreement establishes an ongoing managed technology relationship rather than a block-hours or time-and-materials engagement. TC Networks will provide operational technology administration, engineering, monitoring, maintenance, troubleshooting, advisory services, vendor coordination, and end-user support for the Covered Technology described in this Exhibit.

Services may be delivered remotely or onsite as reasonably determined by TC Networks based on operational requirements, service priority, the nature of the request, staff availability, travel requirements, and the most effective method of resolution.

This Agreement is not based on a predefined allocation of engineering hours or onsite visits. Routine covered support requests may be submitted as needed. Service delivery is governed by the covered scope, reasonable operational demand, prioritization, exclusions, and other terms stated in this Exhibit.

2. Covered Technology and Supported Infrastructure

Coverage means TC Networks may provide the Included Managed Services described in Section 4 for the following technology, subject to licensing, vendor support, security, and other requirements stated in this Exhibit:

- Servers, storage systems, virtualization platforms, hypervisors, backup infrastructure, and uninterruptible power supplies.
- Firewalls, switches, wireless controllers, wireless access points, routers, VPN, SD-WAN, and related network-security appliances.
- Microsoft Windows Server environments and supported Windows desktop operating systems.
- Microsoft 365 services, including Exchange Online, Entra ID, productivity applications, licensing administration, and supported security features.
- Google Workspace and associated Google cloud services where applicable.
- City-owned desktops, laptops, tablets, approved mobile devices, and supported peripherals.
- Printer and copier connectivity and print-management software, excluding physical printer or copier repair and maintenance.
- Internet connectivity, service-provider coordination, and authorized connectivity services.
- Phone-system troubleshooting and vendor coordination within the limits stated in this Exhibit.
- Cloud infrastructure, cloud storage, backup, and disaster-recovery platforms.
- Remote monitoring, endpoint management, patch management, and support tools.
- NinjaOne endpoint-management and backup products identified in the Related Proposal.
- Municipal, Police, Fire, EMS, and other City technology that is within the supported environment and not expressly excluded below.

3. ETS Account Management

- The CLIENT will be assigned a TC Networks Account Manager as its primary business contact.
- The Account Manager will collaborate with ETS technicians and engineers to plan and execute approved technology initiatives.
- The Account Manager will help communicate CLIENT requirements to TC Networks technical teams and coordinate priorities.
- The Account Manager will assist with technology budgeting, lifecycle planning, vendor coordination, and roadmap discussions.
- The Account Manager will help monitor material service concerns and address implementation or support bottlenecks.

TC Networks, Inc. | Essential Technology Services Agreement

- TC Networks will provide assigned ETS engineering resources and reasonable backup coverage to support continuity of service.

4. Included Managed Services

For the Covered Technology identified in Section 2, TC Networks will provide the following ongoing engineering, administration, maintenance, troubleshooting, advisory, and support services:

Infrastructure and Cloud Administration

- Network infrastructure troubleshooting, administration, configuration, and monitoring.
- Firewall, switching, wireless, routing, VPN, and connectivity administration.
- Server, storage, virtualization, backup, and cloud-infrastructure administration.
- Active Directory, Entra ID, user identity, group, and access administration.
- Microsoft 365 and supported cloud-application administration and troubleshooting.
- Backup monitoring, management, recovery assistance, and reasonable recovery testing.
- Patch-management and operating-system maintenance for supported systems.

End-User and Operational Support

- Remote troubleshooting and support for supported users, endpoints, applications, and peripherals.
- Reasonable onsite support when operationally appropriate or when remote resolution is not practical.
- Computer deployment, replacement, configuration, and supported software-installation assistance as part of routine operations.
- Printer and copier connectivity troubleshooting, excluding physical maintenance and repair.
- Third-party application triage and vendor escalation when the CLIENT maintains an active vendor support agreement.
- Internet-service-provider and telecommunications vendor triage and escalation.
- Technology documentation, asset and inventory assistance, warranty guidance, and lifecycle recommendations.
- Hardware and software acquisition guidance, product specification, and procurement coordination.
- Technology planning, business reviews, and roadmap assistance.

Security and Resilience Services

- Security configuration assistance for Covered Technology.
- Cybersecurity best-practice recommendations and implementation guidance within the subscribed service scope.
- Assistance aligning covered systems with reasonable cyber-insurance and compliance requirements.
- Security-event triage, vendor coordination, and escalation.
- Backup and recovery oversight intended to reduce operational risk and support recovery objectives.
- Recommendations concerning unsupported, end-of-life, insecure, or materially risky technology.

5. Managed Service Delivery

TC Networks will manage service delivery according to operational need rather than a predefined allocation of hours or onsite visits. Requests will be prioritized according to business impact, urgency, system risk, available information, and resource availability.

TC Networks will determine the appropriate delivery method, assigned resource, priority, and timing. Onsite support will be scheduled when TC Networks reasonably determines it is appropriate for the covered request, or when onsite work is mutually coordinated.

The recurring service is designed for the CLIENT's current supported environment and ordinary, reasonably anticipated operational demand. It does not include unlimited project work, unrestricted after-hours work, or services arising from material expansion or transformation of the CLIENT's environment.

TC Networks will make reasonable efforts to communicate when requested work is materially outside the recurring scope, when a significant environmental change may require revised pricing, or when separately authorized Professional Services are appropriate.

6. Professional Services and Services Outside the Agreement

Work outside the recurring managed-service scope will be separately scoped, authorized, and invoiced. Examples include:

- Major infrastructure replacements, redesigns, migrations, or upgrades.
- Large-scale hardware, software, endpoint, or application deployments.
- New buildings, new facilities, major expansions, and construction-related technology work.
- Structured cabling, fiber, pathway, or low-voltage installation.
- Programming, coding, custom integrations, or software development.
- Major cloud migrations, tenant consolidations, or large-scale data migrations.

TC Networks, Inc. | Essential Technology Services Agreement

- Formal disaster-recovery planning or major disaster-recovery implementation projects.
- Cybersecurity incident response, investigation, digital forensics, legal discovery, or regulatory reporting beyond routine triage and coordination.
- Implementation or administration of line-of-business applications beyond reasonable triage and vendor escalation.
- After-hours planned project work, unless expressly included or separately authorized.
- Third-party professional fees, products, licensing, freight, travel, or services not expressly included in the Related Proposal.

Professional Services will be documented through an Estimate of Work, Change Order, separate Proposal, Project Authorization, or other written approval identifying the applicable scope, schedule, and budget. Additional billable work will not proceed without appropriate authorization, except when immediate action is reasonably necessary to protect the CLIENT's systems, operations, or data.

7. Significant Environmental or Service-Demand Changes

The recurring fees are based on the CLIENT's current supported environment, users, devices, locations, systems, service responsibilities, and reasonably anticipated operational demand.

If the CLIENT experiences a material increase or change in users, devices, locations, applications, infrastructure, incident frequency, service expectations, or assigned responsibilities, the parties will review the scope and pricing in good faith. TC Networks may propose a Change Order, revised service package, or other amendment when the existing scope no longer reasonably reflects the services being requested or delivered.

8. CLIENT Responsibilities

- Designate authorized contacts and provide timely direction, approvals, and access.
- Provide accurate information concerning systems, users, vendors, licensing, incidents, and operational requirements.
- Maintain current licensing, warranties, subscriptions, and vendor support agreements when reasonably required for support.
- Provide reasonable remote and onsite access to Covered Technology and relevant facilities.
- Maintain suitable power, environmental, physical-security, and connectivity conditions for technology equipment.
- Promptly report suspected security incidents, service interruptions, material changes, and unusual system behavior.
- Coordinate planned outages and maintenance windows when practical.
- Review and act on material security, lifecycle, licensing, and replacement recommendations.
- Maintain appropriate insurance, including cyber insurance when required or reasonably appropriate.
- Avoid unsupported or material technology changes without reasonable coordination with TC Networks.
- Permit the installation and operation of approved monitoring, management, security, and support tools required to deliver the services.

9. Software, Tools, and Licensing

Recurring software licensing, cloud subscriptions, endpoint-management tools, backup products, monitoring tools, and other recurring products listed in the Related Proposal are incorporated into this Agreement.

The Related Proposal includes NinjaOne endpoint-management and monitoring agents, backup-storage capacity, and server-backup licensing. Quantities, descriptions, and pricing are governed by the Related Proposal.

Changes in endpoint counts, backup capacity, server quantities, licensing requirements, manufacturer pricing, subscription pricing, or applicable taxes may require an adjustment at renewal or through an approved Change Order or revised Proposal.

10. Excluded or Limited Technology and Services

- Physical printer and copier maintenance, including rollers, cleaning, toner, and mechanical repair.
- Phone-system work beyond standard troubleshooting, configuration assistance, and vendor outreach, unless separately authorized.
- Programming, coding, custom software development, or unsupported integrations.
- Administration of line-of-business applications, including CRM, ERP, permitting, public-safety, records-management, financial, and similar systems, except for reasonable triage and vendor escalation.
- Unsupported or end-of-life technology may be serviced only on a best-effort basis, without guaranteed remediation or service levels.
- Products outside TC Networks' approved or supportable solution portfolio may receive best-effort support and may require vendor involvement or separate authorization.
- Third-party products and services are subject to their applicable licensing terms, acceptable-use policies, warranties, and support limitations.

TC Networks, Inc. | Essential Technology Services Agreement

11. Additional Terms and Conditions

- TC Networks can fully support only equipment and services that have valid and current licensing, warranties, and vendor support agreements when such agreements are reasonably required.
- The CLIENT may request changes to service options in writing. Approved changes will be documented through a signed Change Order, revised Proposal, or other written amendment.
- Questions regarding invoices or billing should be directed to finance@tcnetworks.com.
- TC Networks may suspend or terminate services if the CLIENT fails to pay invoices when due or materially breaches the governing agreements, subject to applicable notice and cure provisions in the Terms of Service.
- Third-party services and products are governed by applicable manufacturer and provider terms. The CLIENT agrees to comply with those terms.

12. Agreement Term and Renewal

This Exhibit is effective for the Agreement Term stated above. It expires at the end of that term unless renewed through a new Proposal, renewal document, Change Order, or written amendment accepted by both parties.

If there is a conflict among the governing documents, the Related Proposal controls pricing, product quantities, software licensing, and the stated term; this Exhibit controls service scope, inclusions, exclusions, and service-delivery responsibilities; and the TC Networks Terms of Service controls general legal and commercial terms.

Signatures

The parties acknowledge receipt of and agree to the terms of this Exhibit A. If this Exhibit is attached to and accepted through the Related Proposal, the signature on the Related Proposal may also constitute acceptance of this Exhibit.

City of Dodgeville	TC Networks, Inc.
Authorized Signer & Title	Jason Tyson, President
Signature	Signature
Date	Date