

CW CARE – Updated Security Controls

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Grand Rapids Public Utilities

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1. EXECUTIVE SUMMARY

CW Care provides a unique approach to IT support by providing ready support for end user needs, proactive monitoring of system resources to keep you running efficiently and consulting services to address your current and future IT planning needs. CW Technology currently works with over 250 organizations in Minnesota and Wisconsin providing support to over 9,500 individual seats daily.

CW Technology for your technology support needs:

- **Remote Access** – Through the CW Technology CW Care program, we provide full help desk support to your staff for all IT needs. Our help desk is available from 7:00 a.m. – 5:30 p.m. Monday – Friday with extended after hour support available. Our average response time is less than 15 minutes and our average resolution time is less than 40 minutes. This means your technology issues are being addressed and resolved quickly to keep you moving forward. Also, 86% of all requests that come to our help desk can be handled remotely. This means that we are much less dependent on on-site support to resolve IT issues.
- **Security** – CW Technology takes the security and confidentiality of your systems very seriously. All CW Care employees go through a full annual FBI background check and are fingerprinted by the Hermantown MN Police Department as a prerequisite and ongoing condition of employment at CW Technology. CW Technology has also worked with the Minnesota Bureau of Criminal Apprehension to become certified to work on their systems. The certification involved ensuring not only the personnel but the systems and processes being used by our managed services program meet the stringent security requirements of the BCA.
- **Flexibility** – We make it easy to implement CW Care into your organization. There is no contract to sign. Your agreement is month to month from the start so you always have control over your IT support decisions. Plus, you can change or modify programs as your needs change.
- **Complete System Planning** – Beyond the “nuts and bolts” support you expect from this program, you will have access to full system design and budget planning. We will help you develop a written disaster recovery plan and Acceptable Use Policies for your corporate owned machines. If these are in place, we will review them to make sure they are up to date with your current business practices.

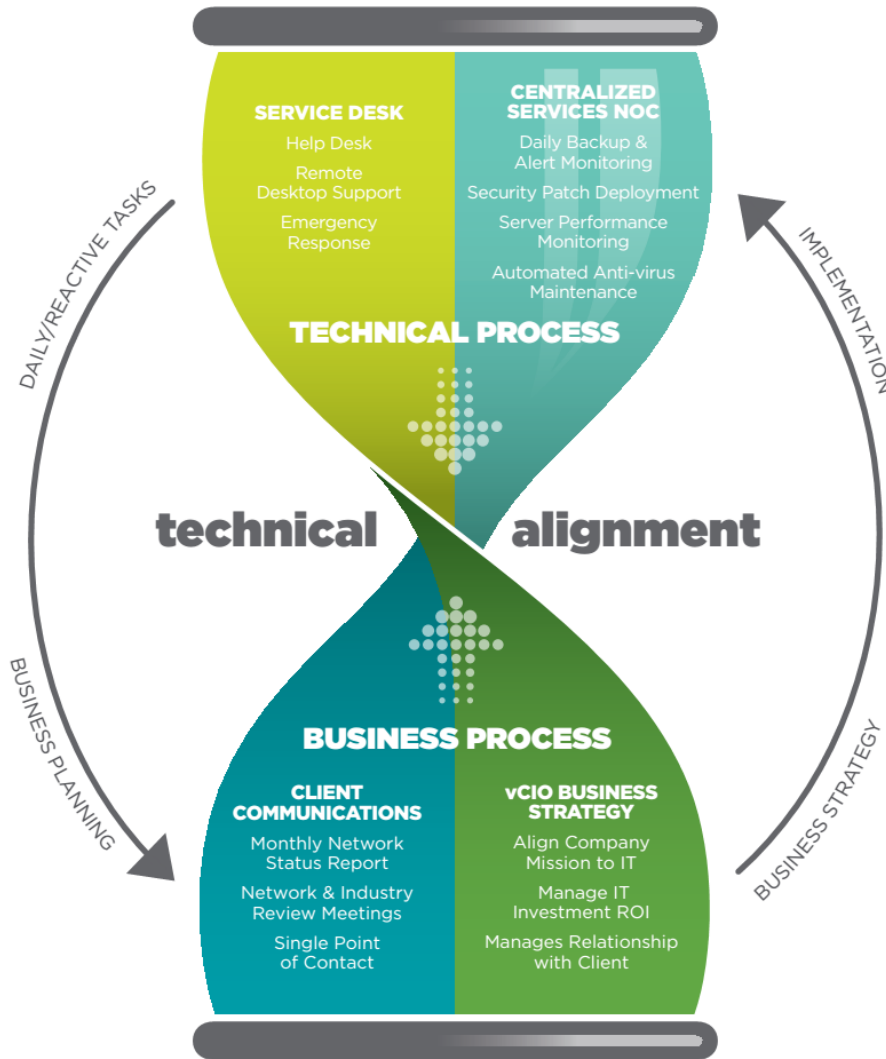
Attached is a document based on the need to align with Cyber Liability Insurers security recommendations/requirements at Grand Rapids Public Utilities.





2. CW TECHNOLOGY SERVICE DELIVERY MODEL

This service delivery model is centered around a full technical alignment process to ensure your technology infrastructure is aligned with business needs.





3. SUMMARY OF SCOPE OF SERVICES AND FEES

CW Technology will provide the following services listed in Table A. These services shall continue unless terminated by Grand Rapids Public Utilities in writing with 60 days' notice.

Grand Rapids Public Utilities will be invoiced based on the number of units of each type listed in Table A. The monthly fee is based on the number of supported units of each type listed. Additional services may be added at any time during the life of this contract at the unit rates listed below.

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

Table A: Services & Fees

Current CW Care and Security Foundational Items Updated

Description	Units	Unit Price	Monthly Fee	One-Time Setup*	Status
Current CW Care Solution			Existing		On-Going
Foundational Security Updates					
Advanced Endpoint Protection	51	\$7.00	\$357.00	\$1,000.00	To Be Deployed
Employee Awareness Training	0		Existing		KnowBe4 On-Going
Dark Web Monitoring	0		Existing		On-Going
Multi-Factor Authentication			To Be Determined		
Total			\$357.00	\$1,000.00	

*Discounted installation during opt-out period.

4. DELIVERABLES AND SERVICES

CW Technology will supply the necessary qualified resources to manage the IT Services of the customer as defined below M-F, 7:00am-5:30pm. Scheduled and emergency maintenance windows are detailed in Addendum A.

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

CW Technology provides the following functions and services:

A. 24X7 Monitoring and Incident Response Services:

1. CW Technology will provide Incident response services for all included devices per the SLA in Addendum A.





2. CW Technology will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. CW Technology will provide 24x7 collection of performance data for the customer's included server and network devices per CW Technology's best practices.
4. CW Technology will utilize industry best practices for remote access, control and management of all devices.
5. CW Technology Network Operations Center is staffed from 7:00am to 5:30pm Monday through Friday.

B. Proactive Services:

1. **Backup Management:** CW Technology will monitor and maintain backups for included devices utilizing CW Technology approved solutions (Appendix B).
2. **Patch Management:** CW Technology will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.
3. **Application Support:** CW Technology will interface with third party software vendors and independent contractors as necessary in order to provide resolution of issues encountered on included devices.
4. **Support Tools:** CW Technology will deploy the CW Technology Remote Support and agents to all applicable included devices. CW Technology will make a "best effort" to automatically deploy these agents to the said devices.

C. Strategic Partner Services: CW Technology will provide the customer with a named Strategic Partner.

1. **Budgeting:** The Strategic Partner will work with the customer to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** The Strategic Partner will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The Strategic Partner will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer's technology investment.
3. **Analyze IT Health data:** The Strategic Partner will perform a periodic analysis of the data collected by CW Technology's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Strategic Partner will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.





D. Excluded Services:

1. Items other than those included above are expressly excluded from the Services provided within this Agreement. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Agreement.
2. For all services which incur additional hourly fees, CW Technology will notify the customer that these services are outside the scope of this agreement and will receive approval from customer prior to rendering these additional services.

5. CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for CW Technology to work with on all services provided in this Agreement.
- B. Customer is responsible for authorizing access for CW Technology to sites that are owned / controlled by third parties.
- C. Customer is responsible for proper disposal of customer-owned devices.
- D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by CW Technology.
- E. Customer will implement infrastructure upgrades deemed necessary by CW Technology in order to effectively provide the stated level of service.
- F. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

6. ASSUMPTIONS

- A. CW Technology will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be dependent on the program selected as defined in Section 1.
- B. The agreement will not become effective unless and until it is agreed upon and signed by the customer and CW Technology.

7. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. CW Technology will provide these services to the customer on a Time & Materials Agreement basis. If modification or replacement of a hardware device or component is required, customer is responsible





for all hardware and hardware vendor services costs, excluding CW Technology owned hardware explicitly provided through this Agreement.

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

8. LIMITED WARRANTY AND DISCLAIMERS

8.1 Limited Warranty. CW Technology warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Agreement. CW Technology's sole liability under the foregoing warranty shall be to provide the services described in Section 8.3 hereof.

8.2 Disclaimer of warranties. The warranty set forth in section 8.1 states company's sole and exclusive warranty to client concerning the services hereunder. Except as expressly set forth in section 8.1, the services are provided strictly "as is" and CW Technology makes no additional warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the services or any matter whatsoever. In particular, any and all warranties of merchantability, fitness for a particular purpose and non-infringement are expressly excluded. CW Technology does not warrant, and specifically disclaims that the services being provided will result in cost savings, profit improvement, or that the services will be error-free. This is a limited warranty and is the only warranty made by CW Technology.

8.3 Notice Obligation; Remedy. Client shall notify CW Technology in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for CW Technology to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, CW Technology shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay CW Technology for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

9. LIMITATION OF LIABILITY

9.1 CW Technology's liability on any claim, loss or liability arising out of, or connected with this agreement, the services or use of the product of any services furnished hereunder, shall in all cases be limited solely to correction of nonconformities which do not substantially conform with the agreed description of services in a work order, or specifications identified in a work order.

9.2 If for any reason CW Technology is unable or fails to correct nonconformities as provided, CW Technology's liability for damages arising out of any work order for such failure, whether in contract or tort (including negligence), law, equity or otherwise, shall not exceed the amounts paid by client for that





portion of the services which fail to conform. In no event shall company be liable under this agreement or any work order for any amounts in excess of the amounts paid by client to company in the ninety (90) day period preceding any failure or breach by company or claim by client.

9.3 Under no circumstances shall CW Technology be liable to client for any loss of use, interruption of business, loss or corruption of data, or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), law, equity or otherwise, even if CW Technology has been advised of the possibility of such damages, or for any claim or damages asserted by any third party.

9.4 Client acknowledges that CW Technology has set its fees, and entered into this agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this agreement, and that the same form an essential basis of the bargain between the parties. The foregoing limitation of liability is independent of any exclusive remedies for breach of warranty set forth in this agreement.

9.5 The provisions of sections 8 and 9 are client's exclusive remedies related to the services, any failure by CW Technology to correct nonconformities in the services, or for breach by CW Technology of this agreement or a work order and shall apply regardless of the success or effectiveness of such remedies.

9.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

10. GENERAL PROVISIONS

- 10.1 Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.
- 10.2 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in Minnesota, as permitted by law. The state and federal courts located in Minnesota shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.
- 10.3 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.





11. INVOICING

CW Technology will invoice Customer per Table B. CW Technology will invoice the implementation fee upon receipt of the signed customer agreement. CW Technology will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Agreement shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice. Unit rates will increase 5% annually on the anniversary of the Effective Services Start Date.

The terms of this agreement will automatically renew each month unless notice of termination is provided to CW Technology no fewer than 60 calendar days prior to expiration of the current active term.

Table B

Milestone Billing	Milestone Description / Date
Implementation Fee	Invoiced at the signing of Agreement
Monthly Fee	Invoicing to begin at Effective Services Start Date

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

CW Technology

By:  _____
560E4CB9D9BC4E6

Name: Joey Glisczynski

Date: 1/24/2022 _____

Grand Rapids Public Utilities

By:  _____
9BAEF61ED36E472

Name: Julie Kennedy

Date: 2/2/2022 _____





12. ADDENDUM A – SERVICE DESK PRIORITIES

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

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no workaround available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that require longer lead times to implement than 5 business days.

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

