

### VC3 Managed Services Order



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## Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is incorporated in full into and made a part of this Order by this reference. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

## Summary of Scope of Services & Fees

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

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A. Company will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



### Table A: Services & Fees

Description	Quantity	Unit Price	Price
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	198	\$105.00 / month	\$20,790 / month for 3 years
VC3 Manage - Email Only User Support for email only users includes troubleshooting send/ receive issues and access issue to email platform. M365 & Email Protection & Backups Included	203	\$7.50 / month	\$1,522.50 / month for 3 years
VC3 Manage - Shared User 24x7x365 Remote & Onsite Support: Users using a shared workstation. Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Shared Workstations.	10	\$35.00 / month	\$350 / month for 3 years
VC3 Datacenter - Base Infrastructure	1	\$650.79 / month	\$650.79 / month for 3 years
VC3 Datacenter - Application Hosting Users access line of business applications via VC3 Datacenter	80	\$21.17 / month	\$1,693.60 / month for 3 years
VC3 Datacenter - Virtual Desktop Files & Applications hosted in VC3 Datacenter Access to data facilitated by Virtual Desktop	80	\$10.73 / month	\$858.40 / month for 3 years
Additional Virtual Server Memory (per GB)	46	\$9.00 / month	\$414.00 / month for 3 years
Additional Data Protection (per GB)	0	\$0.30 / month	\$0 / month for 3 years
SQL Standard 2 Core License Pack (Min 4 cores/server)	2	\$181.27 / month	\$362.54 / month for 3 years
VC3 Cloud Mapping Solution - ZeeDrive	220	\$0.00 / month	\$0 / month for 1 year
Microsoft Defender for Office 365 (Plan 1)	420	\$2.00 / month	\$840 / month for 1 year



Project Plan 3	1	\$30.00 / month	\$30.00 / month for 1 year
Power BI Pro	11	\$10.00 / month	\$110.00 / month for 1 year
Visio Plan 2	3	\$15.00 / month	\$45.00 / month for 1 year
Exchange Online (Plan 1) NCE Annual Subscription	203	\$4.00 / month	\$ 812 / month for 1 year
Office 365 E3 NCE Annual Subscription	217	\$23.00 / month	\$4,991.00 / month for 1 year
HaaS - Desktop-Standard (36Mo) TFF, R5 Processor, 16GB RAM, 512GB Storage Includes 1x Monitor, Keyboard & Mouse Includes setup and replacement costs.	53	\$54.85 / month	\$2,907.05 / month for 3 years
HaaS - Laptop-Desk-Standard (36Mo) 16" Screen, R5 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	64	\$74.03 / month	\$4,737.92 / month for 3 years
HaaS - Laptop-Desk-Performance (36Mo) 16" Screen, R7 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	1	\$78.67.03 / month	\$78.67 / month for 3 years
VC3 Manage – Vendor Seat 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, Proactive Monitoring, Maintenance & Patching:	0	\$30.00 / month	\$0.0 / month for 3 years
HaaS - On Premise Server	1	\$158.75 / month	\$158.75 / month for 3 years
Cyber Aware Complete (KnowB4) Employee Cyber Security Awareness Training - Advanced Training Catalog Simulated Phishing Tests - Increased Variation of Tests	420	\$2.50 / month	\$1,050 / month for 3 years
Setup KnowB4	1	\$5,000.00	\$5,000.00 / onetime fee
Virtual Fax 500 Pages Included	5	\$20.60 / month	\$103.00 / month
Faxing Overage Per Page	0	\$0.05 / month	\$0.00 / month
RMM Access Shared Access to VC3 RMM Platform for Internal IT Users for remote support / access purposes only.	1	\$99.99 / month	\$99.99 / month for 3 years



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Microsoft Entra ID P2 For Government	1	\$9.00 / month	\$9.00 / month for 1 year
Splashtop Remote Control	17	\$2.00 / month	\$34.00 / month for 1 year
O365 Extra File Storage - SharePoint	250	\$0.20 / month	\$50.00 / month for 1 year
Sonian Email Archiving	420	\$3.61 / month	\$1,516.20 / month for 3 years
Automate	1	\$15.00 / month	\$15.00 / month for 1 year
Co-Managed Workstation Monitoring & Maintenance	2	\$23.99 / month	\$47.98 / month for 3 years
Co-Managed Network	0	\$202.02 / month	\$0 / month for 3 years
Co-Managed Server	0	\$202.02 / month	\$0 / month for 3 years
SUMMARY			
Monthly Subtotal			\$44,277.39
One-time subtotal			\$5,000.00

#### Notes:

- Items denoted with an asterisk (\*) are new to the renewal solution.
- The following percentages are VCIO approximations to help determine GASB 96 & 87 amounts
- Approximately %19 of the Cloud Performance Seat price is comprised of Hardware components
- Approximately %28 of the Cloud Performance Seat price is comprised of Software components
- Approximately %32 of the Cloud Collaboration Seat price is comprised of Hardware components
- Approximately %28 of the Cloud Performance Seat price is comprised of Software components

#### Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$5,000.00	\$44,277.39	\$0.00

\* One-Time fees may include implementation if required.

It is understood that the amounts listed in Tables A and B represent the actual fees for Services performed under this agreement, and such Services shall not be billed on a time and materials basis.

The fees stated herein supersede any provision as to fees in the Master Agreement.



## **Deliverables & Services**

### VC3 Manage - Cloud Performance

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

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

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

#### A. Discovery & Deployment

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

#### B. Cloud Deployment

Company will provide the client with migration services for their data into the new environment:

- 1. For each supported seat, Company will provide the client with a Desktop environment that includes a Microsoft Office 365 license.
- 2. Configure a Microsoft AD domain and synchronize users.
- 3. Migrate all file shares currently accessed by PC clients.
- 4. Migrate up to 2GB of Exchange data per user for existing Exchange server mailbox accounts. Exchange Public Folders are not supported and will not be migrated.
- 5. Work with the client's vendor to migrate the primary data repository for the supported third-party applications listed in Table A.
- 6. Provide individual and shared file storage for all Cloud Performance users.



- i. 10 TB Total storage allocated for the hosted environment. Additional storage requirements will be provided at the rate specified in Table A.
- 7. Provide 5 Mb/s of bandwidth for each 25 supported Cloud Performance seats for Internet browsing and other Internet based traffic sourced from the Cloud Performance hosted desktop. Additional bandwidth usage charges may apply as listed in Table A. The minimum bandwidth allocation for this purpose is 5 Mb/s. This bandwidth usage is calculated separately from the traffic needed to connect your local devices to the Cloud Performance hosted desktop.
- 8. Provide a repository folder on each PC for end-users to place local files and application settings.
- 9. Provide instructions for end-users on how to export mail, contact lists, and bookmarks from common e-mail applications and browsers and how to import them into the cloud environment.
- 10. Setup the client's printers and file shares within the new cloud environment. Client is responsible for testing and confirming appropriate permissions to files and applications have been set.
- 11. Provide end-user training documentation on the cloud environment, and how to obtain support.
- 12. Provide Day 1 onsite support.
- 13. Optional services include onsite client training, full-service migration of PC settings by Company staff and migration of additional third-party application data sets that are available upon request via a Change Order.
- 14. Backup Monitoring & Restoration Services
  - i. Monitor and maintain backups for the applicable devices and accounts protected.
  - ii. Perform periodic updates to the backup software such as patches, and updates.
  - iii. Perform data recovery actions at the request of Client.
- 15. VC3 Cloud Mapping Solution ZeeDrive will be provided at no cost to the client.

#### C. Microsoft Office 365

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



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

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

- 1. Provide 24X7 Incident response services for all included user, server, and network devices.
- 2. Provide phone, remote and onsite support to authorized users for all included devices.
- Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
- 4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
- 5. Utilize industry best practices for remote access, control, and management of all devices.
- Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
- 7. Resolution of monitoring alerts.
- 8. Resolution of performance issues.
- 9. Resolution of availability issues.
- 10. Resolution of end-user reported problems.
- 11. Routine additions, deletions, and changes to included devices and users.

#### E. Application Support

- Provide support for client licensed 3<sup>rd</sup> party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
- 2. Microsoft Applications
  - Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
  - ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

#### F. Strategic IT Planning

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

- 1. **Budgeting**: Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
- 2. **Strategic Planning**: Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology



appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.

3. **Analyze IT Health data**: Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

#### G. Endpoint Detection and Response

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

#### H. Cloud Protect

- Provision Cloud Protect Cloud Platform Security Event and Incident Reporting platform.
- 2. Authentication with Client Microsoft 365 and/or G Suite tenant.
- 3. Alerting threshold tuned to meet industry best practices.

#### I. IT Asset Administration

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

#### J. Procurement

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

#### J. Hardware as a Service

 Provide complete thin client packages or support of one Laptop/Desktop device per Seat (Thin client package includes: thin client, keyboard, monitor and mouse). Support and replacement of thin client hardware is included within pricing. Company will make arrangements to repair or replace the failed component in the event of a failure. Once the hardware has been replaced, client is responsible for returning the replaced device to



Company within 7 business days. Failure to return said device within 7 business days will result in a replacement charge for the item.

- 2. Seats can be increased or decreased to reflect staff headcount changes. If a seat is dropped within the first twelve months of activation one-time a drop fee of three times unit cost will be assessed.
- 3. Packages can be upgraded, and unit counts will be updated accordingly.
- 4. Devices will be replaced based on the refresh cycle selected for that device and when the device was put into service. Company is responsible for tracking device age.
- 5. Company will provide replacement components with substantially same or better performance as the original for failures on Hardware-as-a-Service equipment that occur because of internal equipment defects or end of life failure. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
- 6. For mobile computers ie. Laptops, accidental replacement coverage is included with a limit of one replacement per refresh cycle at no additional cost to Client. For all other devices client is responsible for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure including abuse, accident, or environmental factors (for example, fire or flood damage).
- 7. Device set-up for new seats and at every refresh cycle is provided at no additional cost.
- 8. The Current Specifications for Hardware As A Service PCs are noted below:
  - Desktop Standard: Lenovo M75q, TFF R5 16GB RAM, 512GB HD, 3yr Onsite Warranty
  - Laptop-Desk Standard/Laptop-Desk-B: Lenovo T16, 16" R7 16GB RAM, 512GB HD, 3 yr onsite warranty

#### K. VC3 Hardware Replacements

- VC3 will replace all existing Lenovo "Thin Client" PCs, monitors, keyboards, and mice with a target date of December 31, 2024. This work to be completed at no additional cost.
- 3. VC3 will replace all VC3 owned Laptops, docking stations, monitors, keyboards, and mice which are greater than 3 years old.
  - a. These devices will be replaced at no additional expense
  - b. These devices with a target date of December 31, 2024.
  - c. Existing VOA/MOA laptops will be replaced after their 3yr anniversary. Company is responsible for tracking device age.
- 4. CyberAware Complete KnowBe4 requested to be installed prior to within 3 months of contract signing



- 1. In the event of a cybersecurity event or incident, VC3's assigned Strategic Advisor or agreed upon backup advisors will be physically on-site at City of Hendersonville's offices within 24 hours.
- 2. VC3 shall adopt and keep current policies for multi-factor authentication access of City of Hendersonville data, whether stored by VC3 or the City, and regular password changing.
- VC3 shall maintain and access City of Hendersonville data in compliance with the then current CJIS standards. The City will be granted reasonable access audit VC3's compliance.
- 4. Access to City owned data, or City owned or maintained servers, domains, or similar devices shall be permitted only with prior approval by the City of Hendersonville IT Manager.

### EXCLUSIONS

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

- A. End-user support, and responding to requests from end users that are not directly related to troubleshooting server or network issues.
- B. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- C. Services allowing public internet access, such as websites and payment gateways, are not included within the Virtual Office Advantage product but may be provided via a separate hosting Order.
- D. Cybersecurity event or incident response activities or remediation efforts exceeding eighty (80) hours of technician, engineer or project management time.

### **CLIENT RESPONSIBILITIES**



- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Third party tool licensing may be required for additional cost.
- C. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

#### ASSUMPTIONS

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: https://www.microsoft.com/licensing/docs/customeragreement
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing (at Company's actual cost) imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- E. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- F. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- G. Replacement hardware refers to only Company issued and owned equipment.
- H. Client owned equipment will be installed and setup at T&M rates.



# Invoicing

Company will invoice Client per Table C. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

The terms of this Order will automatically renew for a single additional term of 12 months, unless notice of termination is provided to Company no fewer than 90 calendar days prior to expiration of the current active term.

#### Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$5,000.00
Monthly Fees (36 Months)	Invoicing to begin when recurring services begin.	\$44,277.39
Annual Fees (36 Months)	Invoiced at signing of the Order.	\$0.00

\*Refer to Table C for implementation fee and monthly fee amounts.

VC3, Inc		Tex <b>City of Hendersonville, NC</b>
Signature:	HINT YS "	Signature:
Name:	Hunter Lindsay	Name:
Title:	Chief Sales Officer	Title:
Date:	9/9/24	Date:



## Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues

in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- A. Priority 1:
  - System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
  - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

#### B. Priority 2:

- System/device/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.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

#### C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around 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.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

#### D. Priority 4:

- 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.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

#### E. Priority 5:

- 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 have longer lead times to implement than possible within 5 business days.
- Business Hours Support: Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

#### (See tables on next page)



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	60 Min	95%
2	2 business hours	95%
3	4 business hours	95%
4	8 business hours	95%
5	N/A	95%



## Addendum B – Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

- Scheduled Maintenance: All planned work performed on Company's Hosting or Client Infrastructure by Company engineers or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the Company Service Desk ten business days in advance.
  - a. Notification: If Company decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
- 2. Emergency Maintenance: All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance".

Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during nonbusiness hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.

- a. **Notification**: Client will be notified via email should Emergency Maintenance be necessary.
- The Company Hosting or Client Infrastructure includes, but is not limited to, the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.





October 12, 2023

Dear City of Hendersonville, NC,

As an important client to VC3, Inc., we would like to invite you to participate in our payment plan using the Automated Clearing House (ACH). In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. ACH will be used for all invoices, including new and previous agreements, and time and material invoices with VC3. The ACH Payment program has proven to be an efficient and cost-effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15<sup>th</sup> calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to <u>finance@vc3.com</u>. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



Bank Name



#### **ACH Payment Authorization Agreement**

Company Name: City of Hendersonville, NC

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. COMPANY, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

City:	State:	Zip:
Routing Number:		Account Number:
Account Type:		

This authorization is to remain in full force and effect until COMPANY, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name:	Title:
Signature:	Date:

Remittance Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_