



Jefferson City, TN

Managed Security Protect - Shield Work Order

Under the Master Services Agreement dated:



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Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between Jefferson City, TN and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

(See tables on next page)



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Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Office 365 Products					
Office 365 G3	36.00	\$22.00	\$792.00	\$0.00	\$0.00
Office 365 G1	40.00	\$8.80	\$352.00	\$0.00	\$0.00
Exchange Online (Plan 1) <i>50GB Exchange Online Mailbox</i>	20.00	\$4.00	\$80.00	\$0.00	\$0.00
Office 365 Support (Non-VA/SA Seats)	76.00	\$4.12	\$313.12	\$0.00	\$0.00
One-Time Services					
Migration (Email) <i>Migration from existing Email solution to Microsoft Office 365 tenant.</i>	35.00	\$131.25	\$0.00	\$4,593.75	\$0.00
VC3 Protect - Managed Security					
Protect - Shield <i>Includes Dark Web Protect, Cyber Aware Essentials, Endpoint Protect, Web Protect, E-Mail Protect, Cloud Protect, 24/7/365 Security Monitoring and Quarterly Reporting</i>	96.00	\$33.99	\$3,263.04	\$0.00	\$0.00
Endpoint Protect - Device	6.00	\$14.99	\$89.94	\$0.00	\$0.00
Total Services Monthly:		\$4,890.10			

Notes:

- Prices shown above are valid for 30 days from date of work order.
- Recreation-3 G3, 1 G1--Migrate 4 employees
- Police-10 G3, 37 G1--Migrate 10 employees
- HR-1 G3, 1 EO--Migrate 2 employees
- Fire-4 G3, 14 EO--Migrate 4 employees
- Public Works-
- Utilities/Recorder/Admin--7 G3--Migrate 7 employees
- Buildings/Planing-2 G3--Migrate 2 employees
- James- 1 G3--Migrate 1 employees
- Council-5 EO



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- 100 endpoints, 2 servers---96 covered workstations with people, cover add'l 4 workstations and 2 servers with EDR
- Protect Shield price includes 10 year email archiving and KnowB4
- Public Works- 8 G3, 1 G1--Migrate 8 employees
- Migration, Implementation, and Setup Fees (One-Time Fees) totaling \$11,274.93 will be amortized in 12 equal payments of \$980.79 over the first 12 months of this agreement.
- In month 13, Monthly Fees will be reduced to the base of "Total Services Monthly" listed in Table A, which are \$4,890.10 at the onset of the agreement.
- Total Services Monthly fees may differ from base listed above in month 13 due to changes in quantities, line items, or other adjustments made by Client or Company.
- Monthly Fees for months 1-12 will be \$5,870.89.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5,870.89	\$0.00

* One-Time fees may include implementation if required.



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Deliverables & Services

Managed Security Protect - Shield

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

VC3 will provide the following functions and services as part of this Work Order:

A. Managed Security Protect

1. Deployment & Implementation Services

- i. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting.
- ii. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform, configuring phish testing and periodic online cyber security training video.
- iii. Configure **Endpoint Protect** – Advanced threat hunting for endpoints. Includes deployment of a software package to all corporate servers and workstations with VC3 RMM deployed.
- iv. Provision **Web Protect** – Advanced DNS/Web protection platform.
- v. Provision **Email Protect** – Advanced Email Threat Protection platform. Includes deployment of the advanced email filtering services to the Clients' Microsoft 365 tenant.
- vi. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform. Includes deployment of the cloud monitoring services to the Clients' Microsoft 365 tenant.

2. General Managed Security Services

i. *24x7 Monitoring and Incident Response Services:*

1. Provide 24X7 Incident response services for all included deployed services.
2. 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.



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3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
 4. 24X7 response to critical event driven Incidents.
 5. Utilize industry best practices for remote access, control and management of all devices.
- ii. *Quarterly Security Summary*. Includes a report of the activities that have taken place under this Work Order.

Exclusions

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

- A. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 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.
- B. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.

Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Client is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- D. Client 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.
- E. Third party tool licensing may be required for additional cost.
- F. 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



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responsibility to engage VC3 to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

- G. Client may test VC3 monitoring and response capabilities by staging simulated or actual reconnaissance activity, system or network attacks, and/or system compromises. Such activities may be initiated directly by Client or by a contracted third party. Testing performed on newly added assets or data feeds should be communicated to VC3 via advance electronic or written notice to ensure VC3 have successfully onboarded new information and that all monitoring and response capabilities are working properly. Service Level Objective (s) will not apply during the period of such staged activities.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 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. VC3 reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on VC3 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. The items defined in this work 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.
- F. VC3 will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of VC3's negligence or intentional misconduct, in which case VC3's only obligation and Client's exclusive remedy is for VC3 to use commercially reasonable efforts to restore the Client Data from the most recent back-up. VC3 is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.



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Invoicing

VC3 will invoice Client per Table C. VC3 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 Work 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.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	InvoiceAmount
One-Time Fees	Invoiced at signing of the Work Order.	\$0.00
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$5,870.89
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee, monthly fee amounts, and pricing notes on adjustments to monthly fees in month 13..*

VC3, Inc

Jefferson City, TN

Signature _____

Signature _____

: _____

: _____

Name: Hunter LindsayName: James Gallup

Title: SVP of SalesTitle: City Manager



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Date: Jun 22 2023
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Date: Jul 01 2023
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Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 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.



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Call Priority	Initial Client Contact Guidelines	Initial Client 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%



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Addendum B – Maintenance Windows

All work performed within VC3'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.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting or Client Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3'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 VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 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 VC3's Hosting or Client Infrastructure within the control of VC3 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 non-business 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.
3. The VC3 Hosting or Client Infrastructure includes 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.



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May 4, 2023

Dear Jefferson City, TN,

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 15th 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 finance@vc3.com. 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.



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ACH Payment Authorization Agreement

Company Name: Jefferson City, TN

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. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, 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: _____