

STATEMENT OF WORK #1624 – Fully Managed IT Services

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **RSPN**, LLC an Iowa limited liability company with offices located at 200 State Street, Ste. 202-T, Cedar Falls, Iowa 50613 (“**us**”, “**our**”, “**we**” or “**RSPN**”), and you, the entity who electronically signs this document in the signature block, below (“**you**”, “**your**” or “**Client**”).

SCOPE OF SERVICES

The services described below (collectively, “Services”) will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services. Transition services are intended to prepare and transition the System for our ongoing services (described below). Transition services are comprised of:

- Collect and record needed documentation
- Start Run Book in IT Glue - complete network documentation
- Install RMM and Patching Tools on each covered device
- Move Microsoft account to RSPN
- Upgrade current Microsoft 365 subscriptions to Business Premium (Microsoft subscriptions billed separately from this Fully Managed plan)
- Order Business Premium subscriptions for user on G-Suite
- Migrate G-Suite data to Microsoft accounts
- Configure (2) Unitrends BDR appliances, cloud replication, and complete initial backup
- Procure licensed Meraki firewalls (4)
- Install firewalls and review security policies with client
- Configure and install Managed SOC service
- Set-up account and schedule monthly security awareness training and quarterly phish testing
- Kick-off meeting for staff
- Planning next steps (upgrading out-of-support operating systems)

If deficiencies are discovered during the transition services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Ongoing / Recurring Services. The following services will begin immediately after the transition services are completed, and will continue during the term of this SOW.

Managed Services – Fully Managed Plan

- 24/7/365 server, workstation, firewall and other network monitoring
- Implementing critical updates and patches on all servers, workstations and other devices

- 8am to 5pm access to remote technical support (RSPN Help Desk access)
- Emergency after-hours numbers provided to client
- 7x24x365 access to RSPN ticketing system via support email
- Emergency and scheduled on-site support as needed
- Managed Firewall Service including four (4) fully licensed Meraki firewall appliances
- Managed Unitrends backup and disaster recovery appliance and cloud replication for both City Hall and Police Station servers
- Managed backup of M365 cloud services (Outlook, OneDrive and SharePoint)
- Managed SOC (Security Operations Center)
- Monthly security awareness training
- Quarterly phish testing
- Monthly Hardware Lifecycle reports
- Monthly security training and phish testing reports
- IT and Business Consulting plus Solution Engineering of small projects
- 10% discount on labor for project work outside the scope of this agreement
- IT Asset Management, Planning and Budgeting

Locations Covered by Services

The Services will be provided at 20 2nd Ave., SW, Oelwein, IA 50662 and other city owned facilities. Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and subject to technician availability.

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware (“Covered Hardware”):

- (4) Managed Cisco Meraki firewall appliances
- (2) Managed Unitrends 2 TB back-up appliances

Support, licenses and updates for noted systems are provided by RSPN as part of this agreement.

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be 2/1/2024 (“Commencement Date”).

The Services will continue for a term of five (5) years from the Commencement Date.

Client will have the option after 3rd year of this agreement to cancel services with a 60-day written notice.

After the expiration of the initial term, this SOW will automatically renew for contiguous three (3) year terms unless either party notifies the other of its intention to not renew this SOW no less than sixty (60) days before the end of the then-current term.

Exclusions

Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by RSPN. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by RSPN in writing:

- Customization of third-party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the System up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Authorized Contact(s)

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

● Name: _____

Contact Information: _____

● Name: _____

Contact Information: _____

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by RSPN in our reasonable discretion. All remediation services will initially be attempted remotely; RSPN will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Critical problem: Service not available (all users and functions unavailable)	Response within two (2) hours after notification.
Significant degradation of service (large number of users or business critical functions affected)	Response within four (4) hours after notification.
Limited degradation of service (limited number of users or functions affected, business process can continue).	Response within eight (8) business hours after notification.
Small service degradation (business process can continue, one user affected).	Response within two (2) business days after notification.

* All time frames are calculated as of the time that RSPN is notified of the applicable issue / problem by Client through RSPN's designated support portal, support email (support@rspn.com), help desk, or by telephone at 800-830-0112. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

Fees

The fees for the Services will be invoiced to Client as follows:

Transition Services: \$5,975 one-time (includes migration of G-Suite data to Microsoft 365)

Monthly recurring charge for the Services: \$4,475

Technical Labor that falls outside the terms defined in this SOW will be offered at: 10% discount from current standard hourly service rates

We reserve the right to increase our monthly recurring fees; provided, however, we will not do so more than once per calendar year. If an increase is more than five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this sixty (60) day period will indicate your acceptance of the increased fees.

RSPN will negotiate with the client if any increases in fees are proposed. Fee increases are typically driven by increases in equipment or users supported. We do not arbitrarily increase rates for no reason. We value our relationship with our clients and work with them to keep our fees fair and competitive.


Return of Firewall and BDR Equipment

Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client’s expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by RSPN that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Additional terms, if any, are attached as Schedule A to this SOW.

By signing below, you hereby agree to the terms and conditions described in this document.

RSPN, LLC	Client: City of Oelwein, Iowa
Date: 1/3/2024	Date:
Signature: 	Signature:
Print Name / Position: Dave W. Hansen - Director of Sales	Print Name/Position:

SCHEDULE A

Additional Provisions

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of any particular device, or a service plan for the repair of any particular managed hardware or software. All remediation services to be billed at 10% off current standard service rates.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by RSPN; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Modification of System

The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, RSPN. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the System without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the System, install applications on the System, or modify the configuration or log files of the System without RSPN's prior knowledge and, on each occasion, written consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain Viruses or malware, such as ransomware or rootkits, that were previously unknown to the manufacturers of the software solution, and/or which are purposely or intentionally downloaded or installed onto your System. You are strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. RSPN does not warrant or guarantee that all Viruses and malware will be capable of being avoided or removed, or that all forms of Viruses and malware will be timely detected or removed, or that any data corrupted or encrypted by Viruses or malware will be recoverable.

In order to improve security awareness, you agree that RSPN or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

M365 / Email

Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Microsoft 365 email service (“M365 Email”).

Client shall not upload, post, transmit or distribute (or permit any of its authorized users of the M365 Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by RSPN or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs.

In addition, Client shall not use the M365 Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law.

RSPN reserves the right, but not the obligation, to suspend Client’s access to the M365 Email and/or all transactions occurring under Client’s M365 Email account if RSPN believes, in its discretion, that Client’s email account is being used in an improper or illegal manner.

Patch Management

RSPN shall keep all managed equipment and software current with critical patches and updates (“Patches”) as such Patches are released generally by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the System, or portions of the System, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. RSPN shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. RSPN reserves the right, but not the obligation, to refrain from installing a Patch if RSPN is aware of technical problems caused by a Patch, or believes that a Patch may render the System, or any portion of the System, unstable.

Procurement

Equipment and software procured by RSPN on Client’s behalf (“Procured Equipment”) may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, RSPN does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to

third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

RSPN is not a warranty service or repair center. RSPN may facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which RSPN shall be held harmless.

Strategic Technology Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, RSPN is not endorsing any particular manufacturer or service provider. RSPN is not a warranty service or repair center and does not warrant or guaranty the performance of any third-party service or solution.

Virtual CTO or CIO Services

The advice and suggestions provided by the VCIO will be for Client's informational and/or educational purposes only. The VCIO will not hold an actual director or officer position with Client, and the VCIO will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the VCIO on Client's corporate records or accounts. At all times the VCIO will be an independent contractor of Client.

Diagnostic / Auditing Services

Any diagnostic or auditing services performed by RSPN may require RSPN to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the System. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data on the diagnosed System, RSPN does not review or copy such information at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the System. The results of the diagnostic testing will be kept confidential by RSPN.

You grant RSPN permission to access the System for the purpose of conducting the diagnostic testing, and agree to hold RSPN harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond RSPN's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the System. RSPN does not warrant or represent that the testing process

will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Sample Policies, Procedures.

From time to time, RSPN may provide Client with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for Client's informational use only, and do not constitute or comprise legal or professional advice. The Sample Policies are not intended to be a substitute for the advice of competent counsel. Client should seek the advice of competent legal counsel prior to using the Sample Policies, in part or in whole, in any transaction. RSPN does not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for Client's specific needs, or that Client will reduce or avoid liability by utilizing the Sample Policies in its business operations.

HaaS

Client shall use all RSPN-hosted equipment and hardware (collectively, "Infrastructure") for Client's internal business purposes only. Client shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without RSPN's prior written consent. Client agrees to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with RSPN's other hosted equipment or hardware, or in a manner that disrupts, or which is likely to disrupt the services that RSPN provides to its other clientele. Notwithstanding any provision to the contrary, RSPN reserves the right to throttle or suspend Client's access and/or use of the Infrastructure if RSPN believes, in its sole but reasonable judgment, that Client's use of the Infrastructure is violating, or is likely to violate, the foregoing terms or any other provision on the Agreement.

Domain Name Services

If Client registers, renews or transfers a domain name through RSPN, RSPN will submit the request to its domain name services provider (the "Registrar") on Client's behalf. RSPN's sole responsibility is to submit the request to the Registrar. RSPN is not responsible for any errors, omissions or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller of or registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by the Registrar.

Unsupported Configuration Elements or Services

If Client requests a configuration element (hardware or software) or hosting service in a manner that is not customary at RSPN, or that is in "end of life" or "end of support" status, RSPN may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). RSPN makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that RSPN will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Hosting Services

Client agrees that it is responsible for the actions and behaviors of its users of the Services. In addition, Client agrees that neither it, nor any of its employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction. Client warrants and represents that all hosted applications will be properly licensed, and that all such licenses shall be maintained by Client throughout the entire term of this SOW.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to RSPN or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. RSPN shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify RSPN immediately to request the login information be reset or unauthorized access otherwise be prevented. RSPN will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.