



We have prepared a proposal for you

Addendum B - Premium Agreement







Proposal # 048213
Version 1

Prepared for:

City of Stevenson

Leana Kinley
leana@ci.stevenson.wa.us

2022 Premium

Selected	Description	Qty
X	Vendor: Radcomp Technologies	
X	Server Server - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	 3
X	Workstations/Laptops Workstations/Laptops - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	 12
X	Network Devices Network Device Connection Monitoring (Switches, Routers, Firewalls, Wireless Access Point Controllers).	 3
X	Vendor: N-Able Backups	
X	Server Backups Backups per Server up to 500 Gigs. Automatic recovery testing - Bi-Weekly screen shot verification, event log capture and service startup success	 2
X	Vendor: Google Workspace (Formerly G-Suite)	
X	Google Apps Google Apps - Business Starter, per user/per month. -Custom and secure business email. -100 participant video meetings. -30 GB cloud storage per user. -Security and management controls.	 29
X	Google Vault	 29

2022 Premium

Selected	Description	Qty
	Google Vault/E-Discovery, per user.	
X	Vendor: Sophos	
X	Sophos Firewall UTM SOPHOS Sophos XStream Protection Includes: Network Protection, Web Protection, Central Orchestration*, Enhanced Support and Zero-Day Protection. *expected soon	1

Selected Option Monthly Recurring Subtotal: **\$2,151.97**

Onboarding

Description	Price	Qty	Ext. Price
Onboarding Fee	\$725.00	1	\$725.00



Subtotal: **\$725.00**

Addendum B - Premium Agreement



Prepared by:

RADCOMP Technologies

Stephen Scherling
866-490-2426 x256
Fax 360-844-1511
stephens@gorad.com

Prepared for:

City of Stevenson

PO Box 371 150 NW Loop Road
Stevenson, WA 98648
Leana Kinley
leana@ci.stevenson.wa.us
(509) 427-5970

Quote Information:

Quote #: 048213

Version: 1
Delivery Date: 12/01/2021
Expiration Date: 12/16/2021

Selected Plan Summary


Description	Amount
2022 Premium	\$2,151.97

Monthly Recurring Total: **\$2,151.97**

One-Time Expenses Summary

Description	Amount
Onboarding	\$725.00


Total: **\$725.00**

 Acceptance

City of Stevenson

RADCOMP Technologies

Signed _____
Name Leana Kinley
Title City Administrator
Date December 01, 2021

Signed  _____
Name Stephen Scherling
Title Solutions Architect
Date December 01, 2021

Full Terms & Conditions can be found in the Master Services Agreement attached to this proposal. Please reference that document or contact Radcomp with questions.

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **Radcomp Technologies**(“us”, “our”, “we” or “**Radcomp**”), and **you**, the entity who accepts this document by either clicking the “ACCEPT ORDER” (or similar syntax) button in the quote to which this SOW is attached or, alternatively, signing where indicated in the signature block below, electronically or otherwise (“**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 be billed to you at the applicable hourly rate (described below)

Onboarding Services

Onboarding services are intended to prepare and transition the managed information technology environment (the “Environment”) for the ongoing monthly services described below) Onboarding services are comprised of:

- Initial audit to determine Environment readiness and functional capability
- Audit of current vendor service / warranty agreements for Environment hardware and software
- Identify issues to be remediated after the onboarding phase

If deficiencies are discovered during the onboarding 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 start date for each of the following services will be dependent upon completion of one or more Onboarding Services above and may not be provided until the dependent tasks are completed or scheduled with the Client.

Managed Services

2022 Premium Agreement

Data Backup

Radcomp will proactively provide the following backup and disaster recovery (BDR) services:

- Managed backup of servers and workstations listed below
 - 24/7 monitoring of backup system, including offsite backup, offsite replication and an optional onsite backup appliance (“Backup Appliance”)
 - Troubleshooting and remediation of failed backup disks
 - Preventive maintenance and management of imaging software
 - Firmware and software updates of backup appliance
 - Problem analysis by the network operations team
 - Monitoring of backup successes and failures
- Backed-Up Servers / Workstations
 - Data on the following servers and/or workstations will be backed up as described above:
 - COS-DC-01
 - COS-FS-01
 - *Note: Data on equipment that is not specifically listed above will **not** be backed up.*
- Storage Limitation:
 - Client will be allocated 500 GB of storage space per backed up server and 100 GB of storage space per backed up workstation for backup and recovery purposes. Any space required or requested by Client will be provided to Client in blocks of 100 GBs, at the cost of \$15 per block.
- Backup Frequency:
 - Optional on-site backups will occur at least once daily; offsite backups will occur no less than once daily.
- Backup Data Security:
 - All backed up data is encrypted in transit and at rest in 256-bit AES encryption. Offsite data is stored in SSAE16 certified, highly redundant data centers and replicated to a geographically separate secondary facility. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.
- Backup Retention:
 - Radcomp only guarantees retention of the most recent recovery point sent to the backup appliance in a local recovery situation. For cloud based retention, Radcomp only guarantees retrieval of archived data sent to the off-site data center in the most recently completed backup.

License Grant

All Backup Appliances are embedded with proprietary software (“BDR Software”). Radcomp hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Radcomp. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Radcomp.

Data Recovery Services

Client must contact Radcomp in the event that data recovery services are needed. Upon Client's payment of the applicable fees (described below), Radcomp will make Client's Data available to.

Radcomp only guarantees retrieval of the most recent recovery point sent to the Backup Appliance in a local recovery situation. In a cloud-based recovery situation, Radcomp only guarantees retrieval of archived data sent to the off-site data center based on the selected retention period.

Locations Covered by Services

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 are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at:

1. Main, 150 NW Loop Road, Stevenson, WA, 98648
2. WWTP, 686 SW Rock Creek Dr, Stevenson, WA, 98648
3. WTP, 97 Ruellen Rd, Stevenson, WA, 98648

Managed Equipment / Hardware / Software

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

- One host server: COS-HOST-01
 - Virtual Server: COS-DC-01
 - Virtual Server: COS-FS-01
- 12 Workstations:
 - COS-MEDIA
 - COS001
 - COS002
 - COS003
 - COS004
 - COS005
 - COS007
 - COS008
 - COS009
 - COS66597
 - COS81964
 - COS81965
- 3 Network Devices:
 - Sophos Firewall
 - WWTP - Sophos Red

o WTP - Sophos Red

The Services will apply to the following software (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer. All software not specifically listed below, may, at Radcomp sole discretion, be supported in a best effort capacity, or deemed outside the scope of this agreement.

Adobe Acrobat X	Adobe Acrobat XI	Adobe Reader MUI	Adobe Reader
Adobe AIR	Adobe Flash	Adobe Flash Plugin	Adobe Shockwave
iTunes	QuickTime	Safari	Foxit PDF Reader
Chrome	Google Earth	Firefox	Firefox ESR
Mozilla SeaMonkey	Mozilla Thunderbird	Notepad++	Opera
Opera Chromium	Skype	Java 6 (32 & 64 bit)	Java 7
Java 8	VLC Media Player	WinRAR	WinZip
Windows 8 Pro, Enterprise	Windows 8.1 Pro, Enterprise	Windows 10 Pro, Enterprise	Windows Server 2012
Windows Server 2012 R2	Windows Server 2016	Windows Server 2019	

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be **January 1st, 2022** (“Commencement Date”).

The Services will continue for a term of one (1) year from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All servers with Microsoft windows operating systems must be running Windows 2012 server or later, and have all of the latest service packs and critical updates installed.
- All desktop pc’s and notebooks/laptops with Microsoft Windows operating systems must be running Windows 8 Pro or later and have all of the latest Microsoft service packs and critical updates installed. Computers operating on Windows 95/98/NT/2000/XP/Vista/7 or any home edition of Windows are not covered.
- All server and desktop software must be genuine, licensed and vendor-supported.
- Server file system and email system (if applicable) must be protected by licensed and up-to-date virus protection software.
- The environment must have a currently licensed, vendor-supported server-based backup solution that can be

monitored by Radcomp RMM tool.

- A vendor-supported hardware firewall or NAT device capable of SNMP reporting must be part of the network and sit between the internal network and the public internet.
- All wireless data traffic in the environment must be securely encrypted.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup media. We do not guarantee the integrity of the backups or the data stored on the backup media. Server restoration will be to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, we will bill this work as out of scope at our standard time and materials rates.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to any device on the network (other than electronic data) and must not deploy any equipment or devices to the environment unless expressly approved in writing by us.
- All devices in the environment are subject to Radcomp Management and billing under this agreement

Exclusions

Services that are not expressly described in this SOW will be out of scope and will be provided to Client at our hourly rate listed below. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, will be billed hourly:

- 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 Environment 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.
- Project work to expand, enhance or otherwise make significant changes to the environment

Authorized Contact(s)

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

1. Scott Anderson, 509-427-5970, scott.anderson@ci.stevenson.wa.us
2. Leana Kinley, 509-427-5970, leana@ci.stevenson.wa.us

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services for items detected by monitoring (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. All after-hours emergency work that requires after-hours response must be reported to Radcomp by phone.

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 Radcomp in our reasonable discretion. All remediation services will initially be attempted remotely; Radcomp 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 Radcomp is notified of the applicable issue / problem by Client through Radcomp’s designated support portal, help desk, or by telephone at 866-490-2426 during business hours, or, by telephone at 866-490-2426 outside of business hours. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Help desk support provided outside of our normal support hours will be billed to Client at double the hourly rate if labor is not included in this SOW.

Fees

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

Transition Services: \$725

Monthly recurring charge for the Services: \$2,151.97 **

System Image Recovery Fees: \$500 per image/system restored

File level recovery fees: \$145/hour

Out of Scope hourly rate: \$145/hour

Out of Scope after hours hourly rate: \$290/hour

Out of Scope holiday hourly rate: \$435/hour

****Fees for the Services, as well as our labor rates, will automatically increase 5% annually. In addition to this automatic annual increase, we also reserve the right to increase the fees for the Services as needed; provided, however, we will not do so more than once per calendar year. If an annual aggregate increase in fees for the Services totals more than five percent (5%) of the aggregate fees charged to you for the same Services in the prior calendar year, then you will be provided with a thirty (30) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.**

Return of HaaS 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 Radcomp 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

Diagnostic / Auditing Services

Our diagnostic or auditing services may require us to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the Environment. 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 in the Environment, we do not review or copy such information at any

time during the testing process. None of your 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 Environment, and the results of the diagnostic testing will be kept confidential by Radcomp. We do 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.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Radcomp, and Client shall not modify these levels without our prior written consent.

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 the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment 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. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that Radcomp 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.

Declination of Backup / Recovery Service

You have declined our data backup and recovery service; accordingly, you understand and agree that we may be incapable of recovering any data that is lost, corrupted, or damaged for any reason. If requested by you, we may attempt to recover lost, corrupted, or damaged data that was not backed up; however, we do not warrant or guarantee that our efforts will be successful. Regardless of the outcome, such diagnostic and/or recovery services will be billed to you at our then-current hourly rates.

O365 / Email / G Suite

You are solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Office 365 and G Suite email services (“Email”). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the 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 Radcomp or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law.

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

Patch Management

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

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client’s data. Neither Radcomp nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. All targeted devices must remain powered on and awake for the entire duration of the backup process. Data backup and recovery time will depend on the speed and

reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Radcomp cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Radcomp shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by Radcomp 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, Radcomp 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. Radcomp is not a warranty service or repair center. Radcomp will 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 Radcomp will be held harmless.

IT Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Radcomp's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Radcomp is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided by us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Radcomp will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Radcomp on Client's corporate records or accounts.

Sample Policies, Procedures

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice

of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Software Development – Use of Open Source Code

The software developed under this SOW will include open source code; however, unless otherwise expressly noted in this SOW, the inclusion of the open source code will not impose any additional fees, costs, or usage restrictions on Client. Client is instructed, however, to refrain from separating or isolating the open source code from the software, since the use of certain open source code, in isolation or in conjunction with third party materials or code, may trigger additional licensing or usage restrictions for which we will not be responsible.

Penetration Testing; Vulnerability Assessment

You understand and agrees that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

HaaS

You will use all Radcomp-hosted or Radcomp-supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of this SOW or the Agreement.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Radcomp, or that is in "end of life" or "end of support" status, we 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”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable 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.

Acceptance

City of Stevenson

RADCOMP Technologies

Signed _____
Name Leana Kinley
Title City Administrator
Date December 01, 2021


Signed _____
Name Stephen Scherling
Title Solutions Architect
Date December 01, 2021