



Township of White Lake and White Lake Police, MI

# **VC3 Manage - On Premises**

## **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 available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to [betterit@vc3.com](mailto:betterit@vc3.com) identifying the Client and the applicable Orders. 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 and B. Recurring services, if included, shall be provided for 48 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	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
<b>On Premises Server Support - TWP</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, IT Asset Lifecycle Management,</i>	6.00	\$48.21	\$289.26	\$0.00	\$0.00
<b>On Premises Workstation Support - TWP</b> <i>24x7x365 Support - Workstations, Proactive Monitoring, Maintenance &amp; Patching, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, Microsoft 365 Protection and Backups - Cloud Protect &amp; Cloud Data Recovery, IT Asset Lifecycle Management,</i>	76.00	\$48.21	\$3,663.96	\$0.00	\$0.00
<b>On Premises Server Support - Police</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, IT Asset Lifecycle Management,</i>	4.00	\$48.21	\$192.84	\$0.00	\$0.00
<b>On Premises Workstation Support - Police</b> <i>24x7x365 Support - Workstations, Proactive Monitoring, Maintenance &amp; Patching, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, Microsoft 365 Protection and Backups - Cloud Protect &amp; Cloud Data Recovery, IT Asset Lifecycle Management,</i>	17.00	\$48.21	\$819.57	\$0.00	\$0.00
<b>Total Services Monthly:</b>		<b>\$4,965.63</b>			

**Notes:**

- Prices shown above are valid for 90 days from date of Order.
- Legacy MI Based Pricing



- This is a Contract pricing adjustment, and as such, all previous services rendered to the Township will continue under this arrangement.
- Unlimited onsite and remote support for the Township and Police Department.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC.
- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Contract will cover all labor related to laptop or PC installs, up to 25 machines, annually.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 4-year staggered breakdown...
- 2024: \$59,587.56 (or Monthly fee of \$4965.63)... **Twp \$3,953.22 / PD \$1012.41**
- 2025: \$76,881 (or Monthly fee of \$6406.75)... **Twp \$5,100 / PD \$1306.75**
- 2026: \$88,992 (or Monthly fee of \$7416.00)... **Twp \$5904 / PD \$1512**
- 2027: \$98,880 (or Monthly fee of \$8,240.00)... **Twp \$6,560 / PD \$1680**
- 2028: (optional) VC3 will hold pricing on the 5<sup>th</sup> year.
- Client may terminate this Agreement on the anniversary date of current term with a 90 days advance notice. This will be reflected in the MSA agreement.
- 4% or CPI Index cost of living thereafter.

**Table B: Summary of Fees**

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$4,965.63	\$0.00

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



# Deliverables & Services

## VC3 Manage - On Premises

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 software.
  - 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.
    1. 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. 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.
3. 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.
6. 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.

#### C. **Application Support**

1. 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
  - i. 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.

#### D. **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.

**E. 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.

**F. 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)

**G. 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.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

**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. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to





the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.

- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. 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.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **CLIENT RESPONSIBILITIES**

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company 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 Company.
- 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. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.



- G. Third party tool licensing may be required for additional cost.
- H. 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 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. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. 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.
- G. 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.



# 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.

Assuming the client wants to renew, after the 5 years, 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.

**Table C**

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 <sup>st</sup> Year) April 1 <sup>st</sup> 2024 – March 31st 2025	Invoicing to begin when recurring services begin.	\$4,965.63
Monthly Fee (2 <sup>nd</sup> Year) April 1 <sup>st</sup> 2025 – March 31st 2026	Invoiced at annual renewal.	\$6,406.75
Monthly Fees (3 <sup>rd</sup> Year) April 1 <sup>st</sup> 2026 – March 31st 2027	Invoiced at annual renewal.	\$7,416.00
Monthly Fees (4 <sup>th</sup> and 5th Years) April 1 <sup>st</sup> 2027 – March 31st 2029	Invoiced at annual renewal.  *5 <sup>th</sup> year is optional  *4% or CPI Index cost of living thereafter	\$8,240.00

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



**VC3, Inc**

**Township of White Lake, MI**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
- **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/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution 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 interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
- **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:**

- Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
- **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:**

- Maintenance tasks, audits, or alignment work that is not requested by the client.
- **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)*



<b>Call Priority</b>	<b>Initial Client Contact Guidelines</b>	<b>Initial Client Contact Percentages</b>
1	1 Hour	90%
2	2 Hours	90%
3	4 business hours	90%
4	8 business hours	90%
5	N/A	N/A

# 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.

1. **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 between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
  - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
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 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. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.



Township of White Lake and White Lake Police, MI

# **VC3 Manage - On Premises**

## **Order (QUOTE WITH LABOR)**





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## Summary of Scope of Services & Fees

Company 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 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	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
<b>On Premises Server Support - TWP</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, IT Asset Lifecycle Management,</i>	6.00	\$48.21	\$289.26	\$0.00	\$0.00
<b>On Premises Workstation Support - TWP</b> <i>24x7x365 Support - Workstations, Proactive Monitoring, Maintenance &amp; Patching, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, Microsoft 365 Protection and Backups - Cloud Protect &amp; Cloud Data Recovery, IT Asset Lifecycle Management,</i>	76.00	\$48.21	\$3,663.96	\$0.00	\$0.00
<b>On Premises Server Support - Police</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, IT Asset Lifecycle Management,</i>	4.00	\$48.21	\$192.84	\$0.00	\$0.00
<b>On Premises Workstation Support - Police</b> <i>24x7x365 Support - Workstations, Proactive Monitoring, Maintenance &amp; Patching, Strategic IT Planning, Endpoint Detection &amp; Response + 24x7x365 SOC, Microsoft 365 Protection and Backups - Cloud Protect &amp; Cloud Data Recovery, IT Asset Lifecycle Management,</i>	17.00	\$48.21	\$819.57	\$0.00	\$0.00
<b>Total Services Monthly:</b>		<b>\$4,965.63 + 20% Projects = \$5,958.55</b>			

**Notes:**

- Prices shown above are valid for 90 days from date of Order.



- Legacy MI Based Pricing with 20% increase to cover all Projects for the length of the contract. All network and computer related installs or projects are covered in full.
- This is a Contract pricing adjustment, and as such, all previous services rendered to the Township will continue under this arrangement.
- Unlimited onsite and remote support for the Township and Police Department.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC.
- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 5-year staggered breakdown...
- 2024: \$59,587.56 +20% Projects = \$71,502.60 (or Monthly fee of \$5958.55)... **Twp \$4743.70 / PD \$1214.85**
- 2025: \$76,881 + 20% Projects = \$92,257.08 (or Monthly fee of \$7688.09)... **Twp \$6120.62 / PD \$1567.47**
- 2026: \$88,992 +20% Projects = \$106,790.40 (or Monthly fee of \$8899.20)... **Twp \$7084.80 / PD \$1814.40**
- 2027: \$98,880 +20% Projects = \$118,656 (or Monthly fee of \$9888.00)... **Twp \$7872.00 / PD \$2016.00**
- 2028: VC3 will hold pricing on the 5<sup>th</sup> year.
- Client may choose to step down away from the 20% Projects option after year 5.
- 4% or CPI Index cost of living thereafter.

**Table B: Summary of Fees**

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5,958.55	\$0.00

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



# Deliverables & Services

## VC3 Manage - On Premises

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 software.
  - 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.
    1. 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. 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.
3. 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.
6. 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.
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1. 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.
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Provide the client with a named Strategic resource to assist Client with the following:

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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.

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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).
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- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **CLIENT RESPONSIBILITIES**

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company 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 Company.
- 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. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.





- G. Third party tool licensing may be required for additional cost.
- H. 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 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. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. 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.
- G. 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.



# 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.

Assuming the client wants to renew, after the 5 years, 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.

**Table C**

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 <sup>st</sup> Year) April 1 <sup>st</sup> 2024 – March 31st 2025	Invoicing to begin when recurring services begin.	\$5958.55
Monthly Fee (2 <sup>nd</sup> Year) April 1 <sup>st</sup> 2025 – March 31st 2026	Invoiced at annual renewal.	\$7688.09
Monthly Fees (3 <sup>rd</sup> Year) April 1 <sup>st</sup> 2026 – March 31st 2027	Invoiced at annual renewal.	\$8899.20
Monthly Fees (4 <sup>th</sup> and 5th Years) April 1 <sup>st</sup> 2027 – March 31st 2029	Invoiced at annual renewal.  *Price will be held at year 5.  **4% or CPI Index cost of living thereafter	\$9888.00

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



**VC3, Inc**

**Township of White Lake, MI**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
- **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/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution 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 interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
- **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:**

- Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
- **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:**

- Maintenance tasks, audits, or alignment work that is not requested by the client.
- **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)*



<b>Call Priority</b>	<b>Initial Client Contact Guidelines</b>	<b>Initial Client Contact Percentages</b>
1	1 Hour	90%
2	2 Hours	90%
3	4 business hours	90%
4	8 business hours	90%
5	N/A	N/A

# 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.

1. **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 between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
  - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
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 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. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.