



INTER OFFICE MEMO

February 15, 2024

Dear Board Members,

Our managed IT services contract with VC3 (IT Right) has ended and they have submitted a new proposal for a three-year contract to lock in services through February of 2027. The new contract, if approved, will take effect on March 1, 2024.

We have had internal discussions, and we agree that with the new building and the work that must be accomplished, it would be beneficial to continue with our current IT Managed Services partner VC3 to assist us with our IT needs and the new building needs. VC3 has already been in the process of designing our new server rooms at no cost to us. They will also be working with the architects, the Township, and the newly selected low voltage partner to aid in the development of the low voltage designs for both buildings. They will continue to assist us with needs related to the new buildings.

When we renewed the IT contract in 2020, IT Right offered comparable data from other local communities and their bid processes. Even with the cost increase that VC3 is requesting in this new contract, they are still competitive with the data shared from over 3 years ago.

We currently have 103 end points within the Township (endpoints are the number of computers, laptops, etc. - units used to charge us). We are currently being charged approximately \$37.38 per end point, per month, which comes to \$46,200.00 a year. VC3 is requesting an increase to get us to \$80.00 per end point, per month for an annual cost of \$98,880.00.

As outlined in the contract, this would happen gradually over the three-year contract. The standard contract rate nationwide ranges from \$150 to \$225. This new contract is still a substantially lower cost than the national average and VC3 has agreed in writing not to come back to us for any large increases once this contract ends.

VC3 is also offering an option to include all additional "project" labor costs. If we choose that option, it will result in 20% more per year, see contract page 5. Project labor costs would be for things such as new computer installation, new servers, and the labor to move all our equipment to the new building. This might be an option we should consider since we know we will be moving into new buildings, and we also will be upgrading most of our computers in the next year or so. It would be a way to control the labor costs.

Please see the attached presentation and contract for more details.

I look forward to discussing this with you at the meeting on February 20.

Trish Pergament
Trish Pergament
Deputy Supervisor



VC3 Mänge for:
Township of White Lake, MI

▶ FEBRUARY 2024

Continuing the Services You Already Know

PROVIDING A RECAP OF VC3 SERVICES

- ▶ 24x7 Security Operation Center monitoring (SOC)
- ▶ 24x7 server and workstation monitoring and support
- ▶ Automated security updates and Windows patching
- ▶ BS&A Software support from only authorized provider
- ▶ Cloud Data Recovery – Onsite and offsite data backup for all servers
- ▶ Cloud Protect – SaaS (software as a service) alerts and Microsoft account backup
- ▶ Complete vendor management services
- ▶ Dedicated Strategic Advisor and Client Relationship Manager
- ▶ Endpoint Detection and Response security software (EDR)
- ▶ End user security training and phishing campaigns
- ▶ Hardware and software procurement services
- ▶ Strategic IT planning with asset lifecycle management
- ▶ Unlimited onsite and remote support



Services You May Not Know

SOME ADDITIONAL VC3 SERVICES

- ▶ Automated monthly reports for better transparency from VC3
- ▶ Team of Deployment Specialists exclusively for new pc rollouts
- ▶ Automated new user hire, change, and removal form
- ▶ Centralized quoting team for faster quote delivery
- ▶ Project architecture team to ensure the best recommended solutions
- ▶ Automated FIOA Request form
- ▶ The addition of new management teams for better oversight of service delivery
- ▶ Separate Project team to ensure successful completion of projects
- ▶ Procurement team to reduce overall ordering times
- ▶ Development of new building IT plan included in the agreement
- ▶ Many more tools to come!



Strategic Alignment Process

AIMING HIGHER!

ASSESS

- ▶ Questions and collects information about their environment.
- ▶ Identifies highest risk areas, immediate needs, and gaps.
- ▶ Matches this information against a list of baseline, foundational, evolving, and innovative technology and cybersecurity items Clients need to operate today.

IMPROVE

- ▶ Receive a strategic alignment health score, prioritized recommendations (especially focused on baseline items), and an action plan—remaining respectful of budget—so that you know exactly what to do next. This is a path to Strategic Alignment.

MANAGE

- ▶ Over time during your journey towards full alignment, VC3 works regularly to make sure risks go down and your challenges melt away as clients become more aligned with best practices.
- ▶ VC3 addresses baseline items by providing services, managing specific parts of the environment, and meeting with you to discuss progress.
- ▶ During VC3's periodic Strategic Technology Reviews (STRs), we discuss your highest priority pain points, technology that's changed, and any upcoming initiatives, construction, or solutions you are planning to implement so that we understand and support you with the proper technology infrastructure.

HIGHER

- ▶ We also help you evolve. Our team stays up on the latest cybersecurity and technology best practices to help plan for the future while we address problems in the present. What worked two years ago may not work now, and what's working now may change in two years.
- ▶ You will need to adapt your cybersecurity and technology policies, tools, and solutions to keep data protected and operations running smoothly. Strategic Alignment is holistic guidance and education about emerging technologies, providing a vision and roadmap.



Monthly Fees

Milestone Billing	Milestone Description	Invoice Amount
One-Time Fees	Invoiced at signing of the order	\$0.00
Monthly Fees (1 st year) March 1 2024 – Feb 28 2025	Invoiced to begin when recurring services begin	\$4965.63/month
Monthly Fees (2 nd year) March 1 2025 – Feb 28 2026	Invoiced at annual renewal	\$6406.75/month
Monthly Fees (3 rd year) March 1 2026 – Feb 28 2027	Invoiced at annual renewal	\$8240.00/month

- Increases from 2024 – 2027 are to bring the Township and Police Departments up to half the industry standard pricing. Standard contract rates nationwide range from \$150 per seat to \$225 per seat. VC3 will bring the pricing up to \$80 per seat in this agreement.
- All invoices can be billed on an annual basis.
- Increases after Feb 28, 2027 are 4% or CPI Index cost of living, with no large increases ever again.



Special Consideration

PROJECT LABOR COVERAGE - OPTIONAL

- If we add 20% to the base monthly rate, then **ALL** labor fees are covered. Even for new projects.
- This would include all pc installs, server projects, and all other technology changes
- It would be like adding 5 project hours per month to the contract
- On average, you have been exceeding that 5 hours each month
- With the building move (which would be included) you would be much farther ahead in the long run
- Completely optional, but thought we would offer to cover all labor too

Year	Additional Monthly Price	New Monthly Price
1	\$933.12	\$5898.75
2	\$1281.35	\$7688.10
3	\$1648.00	\$9888.00



Overview of Costs

Year	Proposed Amount	20% Labor Coverage (optional)	Proposed Amount with ALL Labor Included
1	\$4965.63	\$933.12	\$5838.75
2	\$6406.75	\$1281.35	\$7688.10
3	\$8240.00	\$1648.00	\$9888.00

Increases after Feb 28, 2027 are 4% or CPI Index cost of living, with no large increases ever again.

Currently at \$37 per machine and industry average is roughly \$160 per machine or more. Proposed rate would bring the cost to \$80 per machine over 3 years, which is ½ of the industry average.



VC3 FAQ

- We are focused on Local Government IT needs since 1994 (accounting for 95% of our business)
- We are the largest Government focused IT company in North America with over 750 employees
- Security is our highest priority and strive to never have a security incident happen
- Everyone at VC3 is CJIS and HIPAA certified, fingerprinted, and background checked
- We are a Microsoft Certified Partner and continue to improve our standing with Microsoft
- We maintain an office in Bath, MI for a truly local presence in this State



Thank you for letting VC3 serve the Township and Police Department for many years. We continue to improve our processes and would like to continue to serve you for many years to come!

Randy Allen
VC3 Account Executive
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Tom Conway
VC3 Strategic Advisor
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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 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 36 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

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

(See tables on next page)



Table A: Services & Fees

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

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.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 3-year staggered breakdown...
- 2024: + \$13,398 = \$59,587.56 (or Monthly fee of \$4965.63)... **Twp \$3,953.22 / PD \$1012.41**
- 2025: + \$17,283 = \$76,881 (or Monthly fee of \$6,406.75)... **Twp \$5,100 / PD \$1306.75**
- 2026: + \$21,999 = \$98,880 (or Monthly fee of \$8,240.00)... **Twp \$6,560 / PD \$1680**
- **Projects Option:** If client agrees to **20% increase** to base monthly rate, then ALL labor fees will be covered, even for new upcoming projects. This would result in a **\$5898.75 monthly rate for year 1, \$7688.10 monthly rate for year 2, and \$9888.00 monthly rate for year 3.**
- 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 3rd 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.

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

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

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 st Year) March 1 st 2024 - Feb 28 th 2025	Invoicing to begin when recurring services begin.	\$4,965.63
Monthly Fee (2 nd Year) March 1 st 2025 - Feb 28 th 2026	Invoiced at annual renewal.	\$6,406.75
Monthly Fees (3 rd Year) March 1 st 2026 - Feb 28 th 2027	Invoices at annual renewal. *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)



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
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.