Perception Managed Services Program

Monthly IT Support Service Agreement

rb Technologies
Business Technology Services

CLIENT:

Town of East Montpelier
40 Kelton Road
East Montpelier, VT 05651

May 1, 2016 Effective Date

CONFIDENTIAL

1. **Parties and Applicability**

The terms and conditions of this Agreement apply to the services provided by **rbTechnologies**, to: **Town of East Montpelier** (hereafter referred to as "CLIENT") at the following location(s): **40 Kelton Road & Town Garage, East Montpelier, VT 05651**

2. **Term/Automatic Renewal**

This Agreement shall commence as of: **5/1/2016** ("Effective Date") and shall remain in effect for a minimum period of twelve (12) months from the Effective Date ("Term").

In order to assure there is no loss of benefits, the **Perception** Program Agreement shall automatically renew for an additional 12-month period ("Renewal Term") on the same terms and conditions set forth herein unless either **rbTechnologies** or the CLIENT have provided written notice of non-renewal at least 60 days prior to the expiration of the Term or Renewal Term. **rbTechnologies** is not obligated to perform during any Renewal Term unless and until the CLIENT has remitted payment of the invoice. In the event of such automatic renewal, the **Perception** Program fee for each Renewal Term shall be set by **rbTechnologies** in accordance with its prevailing rates for such service then in effect.

3. **Definitions**

Key Network Element (KNE) refers to any combination of servers, firewalls, routers, switches, printers and workstations that reside at the CLIENT's location(s) that support end-users' daily business activities. **Key Network Elements** are specified in **Appendix "B" Key Network Elements**.

4. **Perception Program Features and Deliverables**

Basic Program:
This section applies to **Key Network Elements (KNE)** enrolled at the "Basic" Program Level as specified in **Appendix "B", Key Network Elements**

24x7x365 Availability and Performance Monitoring

rbTechnologies will <u>not</u> monitor the CLIENT's specified **Key Network Elements (KNE)** and designated network devices. Upon the detection of any errors, anomalies or problems, the CLIENT will contact **rbTechnologies**, and **rbTechnologies** will recommend to the CLIENT the best course of action to minimize business impact. **rbTechnologies** will take NO ACTION unless specifically requested and authorized by CLIENT, and all service rendered will be billed on a TIME AND MATERIALS basis, subject to the rates and fees outlined in **Appendix "C", Service Desk, Response Times, and Rates**.

Professional Program:
This section applies to **Key Network Elements (KNE)** enrolled at the **"Professional"** Program Level as specified in **Appendix "B", Key Network Elements**.

24x7x365 Availability and Performance Monitoring

rbTechnologies will monitor the CLIENT's specified **Key Network Elements (KNE)** and designated workstations 24 hours a day / 7 days a week / 365 days a year, at our Network Operations Center (NOC). Upon detection of any errors, anomalies or problems, the CLIENT will be alerted by **rbTechnologies**, and **rbTechnologies** will recommend to the CLIENT the best course of action to minimize business impact.

Notifications

CLIENT may specify a contact or email address to which automated problem notifications will be sent by the **Perception** system. **rbTechnologies** will work with CLIENT to identify which alerts should be sent to CLIENT notification address.

Backup System Monitoring Services

rbTechnologies will monitor the CLIENT's on-site backup system for successes, errors and failures to ensure that daily backups occur as scheduled. Upon the detection of any errors, anomalies or problems, the CLIENT will be alerted by **rbTechnologies**, and **rbTechnologies** will recommend to the CLIENT the best course of action to minimize business impact.

Security Monitoring Services

rbTechnologies will monitor the CLIENT's Network for the following basic security services: Firewall Availability and Antivirus. Upon the detection of any errors, anomalies or problems, the CLIENT will be alerted by **rbTechnologies**, and **rbTechnologies** will recommend to the CLIENT the best course of action to minimize business impact.

Firewall Availability Monitoring: **rbTechnologies** will monitor the CLIENT's firewall for connectivity and up/down status and will notify the CLIENT in the event that the organization's firewall becomes unavailable.

Antivirus Monitoring: **rbTechnologies** will monitor the CLIENT's Network and workstation antivirus program for virus activity and update status on all servers and workstations.

Internet Connectivity and Other Hosted Applications Assessment

rbTechnologies will monitor the CLIENT's Internet connectivity and other hosted applications' connectivity status for availability and will report back to the CLIENT if the CLIENT's Internet Service Provider is failing to meet its stated availability targets as set out in a quarterly report. Upon the detection of any errors, anomalies or problems, the CLIENT will be alerted by **rbTechnologies**, and **rbTechnologies** will recommend to the CLIENT the best course of action to minimize business impact.

Comprehensive Status Reporting and Consulting Services

The 24x7x365 network monitoring technology that is at the core of the **Perception** Program collects and stores valuable network data and device metrics that will be reviewed with the CLIENT during scheduled network health assessment meetings or as requested by CLIENT. This reporting information is used internally by **rbTechnologies** Engineers and will be useful in helping to plan any network or software upgrades and will provide transparency and accountability to the services being delivered to the CLIENT by **rbTechnologies**.

The **Key Network Elements** covered under this Agreement are specified in **Appendix "B", Key Network Elements (KNE),** and **rbTechnologies** must be made aware of any changes, additions or removal of devices. CLIENT must provide **rbTechnologies** written notice of such changes within 30 days of said change.

Addition or deletion of any **Key Network Element (KNE)** may affect the monthly program fee. Billing will be automatically updated to reflect any changes that have been made and will appear on the next billing cycle.

5. Responsibilities of rbTechnologies

The CLIENT's Network is eligible for monitoring and support under this Agreement, provided **rbTechnologies'** serviceability requirements and site environmental conditions are met.

rbTechnologies shall not be responsible to the CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of **rbTechnologies**.

rbTechnologies reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any **rbTechnologies** representative.

rbTechnologies' Perception Program is a "Network Monitoring" program where **rbTechnologies** performs network monitoring and uses the automatic notification capabilities of **rbTechnologies** monitoring solution to notify the CLIENT and **rbTechnologies** staff of impending or current problems. **rbTechnologies** is also responsible for providing the CLIENT with computer or network data services on a time and materials billable basis in accordance with terms outlined in this Agreement. In addition, **rbTechnologies** shall review with the CLIENT detailed reporting around the current health of the CLIENT's Network and provide recommendations for improvement on a quarterly basis by way of the agreed upon consulting meeting.

rbTechnologies is responsible to fulfill the duties and responsibilities as outlined under **Section 3** of this agreement.

6. Responsibilities of the CLIENT

The CLIENT agrees to make a reasonable best effort to ensure that the System will be housed and operated at the Authorized Location in a climate-controlled room which maintains an air temperature ranging between 45°F and 85°F, relative humidity not exceeding 80% non-condensing. Furthermore the CLIENT agrees it will provide a three-foot minimum clearance in front of the equipment, dedicated power source of 117 volts A.C. 20 amp circuit with a ground, and the System will be protected at all times by Uninterruptible Power Supply (UPS) power conditioning. If the Authorized Location fails to meet these specifications, or if the System is moved from the indicated location without the written consent of **rbTechnologies**, then **rbTechnologies** shall have the right to terminate the **Perception** Program without any liability to **rbTechnologies**.

The CLIENT shall provide **rbTechnologies** with domain administrator credentials, remote access capabilities and connectivity to covered systems at all times. The CLIENT must have all necessary components and connectivity in place before this Agreement is in effect. **rbTechnologies** may suspend performance under the **Perception** Program if the CLIENT fails to provide such remote access capabilities or connectivity to the System as is acceptable for **rbTechnologies** to provide service obligations per this agreement. For example, as the **Perception** system uses the Internet for monitoring (unless otherwise specified), if CLIENT network has no Internet connection, **rbTechnologies** shall not be responsible to monitor CLIENT network until connectivity is restored. **rbTechnologies** will notify CLIENT immediately if any such suspension of service occurs.

The CLIENT agrees that it will inform **rbTechnologies** of any modification, installation, or service performed on the Network by individuals not employed by **rbTechnologies** in order to assist **rbTechnologies** in providing an efficient and effective network support response.

In addition, the CLIENT shall be responsible for protecting data stored on the System and any necessary data backup. **rbTechnologies** disclaims responsibility for any lost, damaged, or destroyed software program, data or other information stored or residing on any media or any part of the System covered by this Agreement, including without limitation, deletion or alteration of the contents of any data storage media which may occur during service or repair of the System except in cases of gross negligence or intentional tort.

7. Perception Program Monthly Fee

Rates and Fees are as described in **Appendix "D", Monthly Pricing Structure**.

The CLIENT will be billed in advance for one (1) month of service plus any pro-rated amount for the current month depending on the execution date of this contract (if applicable).

Upon the receipt of the first month's payment, as evidenced by the CLIENT's cancelled check, receipt or EFT payment, **rbTechnologies** will provide to the CLIENT full and exclusive monitoring of the System, under the terms and conditions of the **Perception** Program described herein, for the period of the Term noted herein.

CLIENT will be invoiced on the first day of each month and payment terms are Net 10 days. A 1.5% per month interest charge (18% per annum) will be applied to any overdue balances at the end of each calendar month.

In the event the CLIENT fails to make timely payment of the monthly program fee at any time throughout the duration of the contract, defined as prior to the past due date, or **rbTechnologies** is unable to collect the funds tendered by the CLIENT, then

rbTechnologies may terminate the **Perception** Program, or at its sole discretion, suspend performance until payment is received. **rbTechnologies** may also suspend performance under the **Perception** Program if the CLIENT is in default of payment under any other agreement with **rbTechnologies** until such payment default is resolved.

If at any time questions should arise regarding billing or services performed, or should the CLIENT wish to discuss or dispute an invoice for services, **rbTechnologies** must be notified within 15 days of the invoice date; otherwise, at the sole discretion of **rbTechnologies**, said invoice will be considered due and final.

rbTechnologies reserves the right to impose an increase to the monthly **Perception** Program price at the end of each three-hundred and sixty-five (365) day term. CLIENT shall be provided 60 days written notice of such cost increase. This cost increase will apply to all billable charges of the **Perception** Program and will be in effect for the subsequent three-hundred and sixty-five (365) day term.

8. **Termination of Perception Managed Services Program**

   rbTechnologies and/or the CLIENT shall have the right to terminate this Agreement under any of the following conditions:
   a.   Should **rbTechnologies** not perform to the terms of this Agreement, the CLIENT will provide **rbTechnologies** written notice of failure to comply. If, after 30 days, **rbTechnologies** has still not remedied the failures noted, the CLIENT may cancel this Agreement. At that time, the remaining monthly **Perception** Program fee will be refunded within a 10-day period of cancellation;
   b.   If one of the parties shall be declared insolvent or bankrupt;
   c.   If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute;
   d.   If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties;
   e.   If the CLIENT does not pay **rbTechnologies** within fourty-five (45) days from receipt of **rbTechnologies**'s invoice and/or otherwise materially breaches this Agreement;
   f.   **rbTechnologies** may terminate this Agreement with sixty (60) days prior written notice to the CLIENT for convenience or good cause or;
   g.   **CLIENT** may terminate this Agreement with sixty (60) days prior written notice to **rbTechnologies** for convenience or good cause.
   In the event the CLIENT terminates this Agreement for any reason other than a breach of the terms herein, the CLIENT shall not be entitled to a refund of any monies extended in advance of the month or part thereof for which services by **rbTechnologies** were last performed.
   Any software (or hardware if applicable) needed to deliver the **Perception** Program is the sole property of **rbTechnologies** and must be removed by **rbTechnologies** and returned to **rbTechnologies**.
   rbTechnologies is responsible for removing all agents, probes, hardware, and software installed on the CLIENT's devices in order to fully restore network access and capability solely to the CLIENT. Currently agents and probes are software based, and removal of the Software from CLIENT systems constitutes return.

9. **Miscellaneous**

   ### Program Assignment Rights

   This **Perception** Program may not be assigned by the CLIENT without the prior written consent of **rbTechnologies**.

   ### Right to Substitute for Any Invalid or Unenforceable Provision

   The invalidity or unenforceability of any provision of the **Perception** Program Agreement shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all other respects as if such invalid and unenforceable provisions were omitted. **rbTechnologies** and the CLIENT agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the value and intent of the invalid and unenforceable provision.

   ### Out of Scope Elements

   Any service performed by **rbTechnologies** outside the scope of this **Perception** Program Agreement will be billed in accordance with hourly rates as defined herein unless noted otherwise.

   Discounts expressed within this Agreement do not apply to hardware or software or other device purchases that may be needed or requested from the CLIENT.

   Any hardware or software merchandise is always billed separately and costs will be based on vendor price schedules and availability at the time of purchase.

   rbTechnologies reserves the right to require prepayment of labor if the CLIENT is beyond 30 days of the invoice date for all hardware or software installation or deployment, or if the labor costs consist of more than 50% of the project cost.

   ### Non-Hire Clause

   The CLIENT acknowledges that **rbTechnologies** is involved in a highly strategic and competitive business. The CLIENT further acknowledges that the CLIENT would gain substantial benefit and that **rbTechnologies** would be deprived of such benefit, if the CLIENT were to directly hire any personnel employed by **rbTechnologies**.

   Because employees are one of **rbTechnologies** most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by the CLIENT during the course of engagement and for a period of one (1) year thereafter. Except as otherwise provided by law, the CLIENT shall not, without the prior written consent of **rbTechnologies**, solicit the employment of **rbTechnologies** personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

   The CLIENT agrees that **rbTechnologies** damages resulting from breach by the CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event the CLIENT violates this

provision, the CLIENT shall immediately pay **rbTechnologies** an amount equal to an employment placement fee of three hundred (300) times the last hourly rate billed to the CLIENT for said employee immediately due to **rbTechnologies**, as liquidated damages and **rbTechnologies** shall also have the option to terminate this Agreement without further notice or liability to the CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs **rbTechnologies** would incur to identify, recruit, hire and train suitable replacements for such personnel.

Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

Third-Party Beneficiaries

This provision seeks to bar individuals who are not a party to the contract from asserting rights as intended beneficiaries.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and **rbTechnologies** and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action by a third party against, either the CLIENT or **rbTechnologies**.

Dispute Resolution

The CLIENT and **rbTechnologies** agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation.

Ownership of Intellectual Property Rights

All programming, copyrightable works, writings, drawings, designs, or other works created or developed by **rbTechnologies** or its personnel during the performance of this Agreement and delivered to the CLIENT shall remain the property of **rbTechnologies**. **rbTechnologies** grants the CLIENT non-exclusive, non-transferable license to the works delivered by it to the CLIENT under this Agreement. All copyright, patent, trade secrets, and other intellectual property rights arising out of the works created or developed by **rbTechnologies** or its personnel in performance of this Agreement shall be the exclusive property of **rbTechnologies**.

Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between the CLIENT and **rbTechnologies**. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

rbTechnologies acknowledges that in the course of providing services to said CLIENT, **rbTechnologies** may learn from the CLIENT certain non-public personal or individually identifiable and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. **rbTechnologies** shall regard any and all information it receives, which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential.

rbTechnologies shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve the CLIENT or as are expressly and specifically permitted in writing by said CLIENT or as are required by applicable law.

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by **rbTechnologies** or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and are confidential and/or proprietary to **rbTechnologies**.

This provision shall survive termination of this Agreement and any other agreements between the CLIENT and **rbTechnologies**.

Disclaimer of Warranties

To the extent permitted by law, **rbTechnologies** makes no warranties of any kind, whether express or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Except as set forth in these terms and conditions, **rbTechnologies** makes no representation, warranty or covenant concerning the capabilities or performance of any personnel or service that **rbTechnologies** might provide to the CLIENT in connection with delivery or implementation of the Perception Program, **except in instances of gross negligence or intentional tort**.

Limitation of Liability

rbTechnologies, its officers, employees, agents, and directors, shall not be liable for any direct or indirect damages to the customer other than actual damages directly and proximately resulting from the failure, delay, or non-performance of the services. The total liability of **rbTechnologies** for such damages will be limited and will not exceed $1,000,000.00 (one million dollars) per occurrence and/or $2,000,000.00 (two million dollars) general aggregate for services rendered during the term of this Agreement. The liability arising out of contract, tort, breach of warranty, infringement or otherwise, shall not include liability for loss of profits, loss or inaccuracy of data, or indirect, special, incidental or consequential damages.

Factors Beyond Control of Either Party (Force Majeure)

No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire, or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.

Entire Agreement (Integration Clause)

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by both parties.

PERCEPTION Program Support Services
Priority Response

CLIENT may enroll in **Perception** Basic, Essentials, or Managed program levels, or a combination of those as specified in Appendix "B", Key Network Elements.

Issues reported on **Key Network Elements** enrolled in the **Perception** Essentials or Managed service levels will receive priority service over other issues and customers who do not participate in the Perception or other program that offers priority response. Once an alert or notification is received by one of our Customer Service Representatives from our network monitoring technology platform, **rbTechnologies** commits to the response times as outlined in **Appendix "C", Service Desk, Response Times, and Rates.**

PLEASE NOTE: These response times are for regular Business Hours support only. If an alert or notification is received outside Standard Business Hours, the network issue will be addressed the following business day, unless the CLIENT has opted to purchase our **Emergency Response Service**.

rbTechnologies will provide remote and/or on-site services under the following conditions and within the response times outlined in **Appendix "C", Service Desk, Response Times, and Rates.**

The following holidays will be observed by **rbTechnologies** staff:

Holiday	Date
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Help Desk Support Services

Should the CLIENT need to contact our Help Desk to report an issue or request support from one of our Customer Service Representatives during regular Business Hours, the CLIENT has a variety of methods to reach us, outlined in **Appendix "A", Account Manager**, and below:

Telephone: 802.223.4448

Email: support@rbtechvt.com

Self-Service Portal: (This service gives the CLIENT access to our online ticketing system so that the CLIENT can create, view, track and search Service Requests and solutions in real time.)

The URL for the Service Request Website is: **http://support.rbtechvt.com**

Help Desk Support (whether requested via telephone, email or through our Self-Service Portal) will be billed in 15-minute increments and the CLIENT may be entitled to receive Help Desk Support at a discounted rate as outlined in **Appendix "C" Service Desk, Response Times, and Rates**. (This support rate will be guaranteed for a period of one (1) year beginning on the date of this Agreement.)

Travel

In the event that the CLIENT issue cannot be adequately remediated via remote means and an on-site visit is required, the following travel policies and charges will apply:

For locations within Washington County, Vermont:

- No travel time will be billed

For locations outside of Washington County, Vermont:

- Travel time will be billed based on average travel time from **rbTechnologies** office to the CLIENT office or location.

- Travel time will be billed at $85 per hour for travel to and from the CLIENT site.

- All travel expenses will be reimbursed as an expense and included in the monthly invoice to the CLIENT.

- A $275 per diem will be charged for lodging and meals.

Optional Services Available to Complement the Perception Program
The following services are available for purchase that can augment the **Perception** Program:

1. **Managed Anti-Virus**
This add on module to the Service provides proactive, managed Antivirus software, maintenance and monitoring for Windows systems (servers and workstations) for an additional monthly fee.

2. **3rd Party Patch management (Included with Perception Essentials)**

This add on module to the Service provides management of selected 3rd party products that may be installed for an additional monthly fee, including Java™ and Adobe® Reader and Flash, and others at **rbTechnologies** sole option.

3.   **Discounted Service Block for Responsive Support or Help Desk Support**

Under this service offering, the CLIENT may be entitled to receive further discounts off of our standard Time and Material labor rates, as outlined in **Appendix "C", Service Desk, Response Times, and Rates.**

4.   **Emergency Response Service**

If the CLIENT requires support outside of **rbTechnologies** Standard Business Hours – either after-hours, on weekends or during the holidays – the CLIENT has the option to purchase our **Emergency Response Service**. This is a retainer-type service, and for an additional monthly fee, the CLIENT is entitled to receive after-hours, weekend and holiday support at our discounted rates, as outlined in **Appendix C, Services, Response Times and Rates**.

Appendix A – Contact Information
ACCOUNT MANAGER

Your **rbTechnologies** Operations Manager / Primary Contact is **Steve Gilman**. Please contact him if you wish to make any changes to, or ask questions about your service agreement with us. The primary and secondary contacts are the employees who would be authorizing any work requested of rbTechnologies.

You can contact your account manager in the following ways:

Telephone: 802.223.4448 x102

Website: http://support.rbtechvt.com

Email: steve@rbtechvt.com

CLIENT INFORMATION

Bruce Johnson, Town Administrator

Location: 40 Kelton Road, East Montpelier, VT
Fax #:
Email Address: townadmin@comcast.net
Phone #: 802-223-3313
Cellular #:
After Hours phone:

The secondary CLIENT contact is:

Seth Gardner, Selectboard

Location: 40 Kelton Road East Montpelier, VT
Fax #:
Email Address: sethbgardner@hotmail.com
Phone #: 802-223-1370
Cellular #:
After hours phone:

Changes to this agreement may only be requested by the persons named above. It is the responsibility of the CLIENT to notify **rbTechnologies** of changes to the contact person.

This agreement covers the following CLIENT locations:

Site Number	Address	Phone	Contact
1	40 Kelton Rd. East Montpelier, VT	802-223-3313	Bruce Johnson
2	Town Garage	802-223-5870	Mike Garand
3			
4			

Appendix B – Key Network Elements (KNE)
Identification & Preventative Checklist
This agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

DEVICES SUPPORTED BY THIS AGREEMENT

The following devices are covered by this agreement:

***** PLEASE SEE APPENDIX B-KEY NETWORK ELEMENTS AT END OF AGREEMENT *****

Since part of this service agreement includes device support, CLIENT is responsible for informing **rbTechnologies** of changes to the number of devices within five (5) business days.

Under this agreement, the CLIENT is entitled to a quantity of supported devices as defined in the Program Description. Any additional devices added to program will have an incremental cost per month per device as outlined in the Features and Charges section of this agreement. The monthly pricing will be automatically updated with the addition of a device.

rbTechnologies support and maintenance is limited to items, services, hardware and applications found on the following lists:

- **Applications:** Windows 7, Windows 8, Windows 2008 Server, Windows Server 2012, Microsoft Exchange, MS SQL, MS Outlook, MS Office Applications, CentOS Linux, Ubuntu Linux, Samba, and others at **rbTechnologies** sole discretion.

- **Firewalls:** rbTechnologies custom, Untangle, Sonicwall, Cisco Pix, Cisco ASA, and others at **rbTechnologies** sole discretion.

- **Other Devices:** Netgear and Cisco routers and switches, printers and others at **rbTechnologies** sole discretion.

Appendix C– Service Desk, Response Times & Rates
PROGRAM DESCRIPTION

The **rbTechnologies Perception** program is designed to provide:

- Remote monitoring/alerts through the **rbTechnologies** Network Operations Center for mission critical devices

  o **rbTechnologies** will leverage the **rbTechnologies** Network Operations Center (NOC) to provide 24/7 monitoring and alerts for all devices included in **Appendix B** of this service agreement.

- Security Service monitoring/alerts *(if applicable)*

  o This agreement will provide for specific security monitoring, alert and support services to all devices as identified in **Appendix B**.

  o **rbTechnologies** service will provide 24/7 monitoring and alerts for agreed upon IT security devices/measures.

  o **rbTechnologies** staff will respond to any detected security incident(s) within the defined response times to ensure availability and corporate security are maintained

- Proactive Preventative Maintenance Support *(if applicable)*

  o Our team will conduct monthly proactive services on your network to ensure that all devices as outlined in **Appendix B** are functionally as efficiently as possible

  o A listing of monthly proactive services that will be performed on your network can also be found in **Appendix B** of this agreement

  o Any invasive proactive work will be pre-advised and where practical conducted during scheduled maintenance times so as not to negatively impact availability.

- **rbTechnologies** Service Desk Support

- Priority Response Times as outlined in **Appendix C** of this agreement

  o Emergency work will be conducted as required to resolve issues that are impacting business operations and will be billed against your pre-paid block or drawn from any reactive, emergency support hours included in this program.

SERVICE DESK SERVICES
The **rbTechnologies** Service Desk provides a point of escalation for your IT group when they have an issue or question. **rbTechnologies** staff is available during business hours to log issues and support your team. You can contact the IT Service Desk via email or phone. We commit to responding to your question promptly (response times guaranteed, based on severity). If you are contacting us to escalate a service outage, we will route the call to our technical center for prompt attention.

EMERGENCY SUPPORT
The **rbTechnologies Perception** Program provides access to emergency support services. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue. **rbTechnologies** team (security or network, as appropriate) will investigate the issue and act appropriately.

Urgent Response Emergency Support Tickets are charged a onetime $250.00 fee, in addition to our standard billing rates. This fee may be waived depending on the terms and conditions of your service level agreement. Policy due to rapid triage of our scheduled work in progress to dispatch Engineer onsite immediately.

SUPPORT INCIDENT RESPONSE TIMES

Problem Severity	Initial Response Time	Escalation	Expected Time to Resolution
Urgent/Emergency (Business Hours)	1 hours	N/A	Determined by the nature of the event
High	4 hours/next business day	1 Hour	Determined by the nature of the event
Normal	Next business day	1 Hour	Determined by the nature of the event
Low	2nd business day	2 Hour	Determined by the nature of the event

ESCALATIONS
As not every support case can be resolved at the point of report, it is important to outline the process by which cases are and can be escalated.

FUNCTIONAL ESCALATIONS
As outlined in the **Support Incident Response Times** chart above, our service desk team will escalate any unresolved issue(s) to our Operations team within the time allotted for that severity level. **Perception** program customers receive priority response and support as outlined by the Support Incident Response Times, above. Non-contract customers receive no promise for response times or resolution.

HIERARCHICAL ESCALATIONS
If you have questions or concerns about the operation of the service desk, wish to compliment the team, or simply require more information about an incident; please contact **Rubin Bennett, Owner rbTechnologies at 802-223-4448 x101** or by email: **rubin@rbtechvt.com**

STANDARD RATES

Time of Service	Rates	Town of East Montpelier Rates
Business Hours Monday – Friday, 8:00am – 5:00pm	$150.00 / hour	$130.00 / hour
	Onsite: 1 hr. min./Remote ½ hr. min.	Billed in 15 minute increments
After Hours/Over0time Monday – Friday, 5:01pm – 11:59pm Saturday, 9:00am – 5:00pm	$225.00 / hour	$195.00 / hour
	Onsite: 1 hr. min./Remote ½ hr. min.	Billed in 15 minute increments
Overnight/Double-time Monday – Friday, 12:00am – 7:59am Saturday, Sunday, Holiday	$300.00 / hour	$260.00 / hour
	Onsite: 1 hr. min./Remote ½ hr. min.	Billed in 15 minute increments

ADDITIONAL HOURS
Additional hours may be purchased at a discount according to the table below:

Block Option	Discounted/Pre-Purchased Block Price
1-12 Hours / Month	$130.00/hour
13+ Hours / Month	$125.00/hour

These support rates will be guaranteed for a period of one (1) year beginning on the date of this Agreement. Discounted rates as listed above may not be combined with any other discount. Non-profit discount of 10% may be applied to *additional* hours, but not the "Block Price".

The above prices are for hours that are pre-purchased, and unless agreed upon in writing by **rbTechnologies**, will expire 30 days after purchase. With the purchase of any Discounted Service Block, the CLIENT is authorizing **rbTechnologies** to perform any and all remediation services as soon as an alert or notification is received by one of our Customer Service Representatives via our network monitoring technology platform. If the remediation work exceeds the CLIENT's pre-paid Service Block hours, **rbTechnologies** will contact the CLIENT's Representative for additional authorization. The CLIENT then have the option to purchase additional Service Block Hours at our discounted rates.

Appendix D – Monthly Pricing Structure
The cost of the **Perception** program is based upon several key factors:

1.   Base program cost that includes monitoring of **1 endpoint (Server)** devices. These are the devices that have been identified in Appendix B that will require maintenance and support as determined by your organization's critical business functions (email, internet, file sharing etc.).

2.   Any additional servers or devices that exceed the device limit of the Perception Program.

3.   Inclusion of any optional modules over and above the base program.
4.   Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by rbTechnologies, LLC

5.   Any additional dispatch, support or emergency fees.

MONTHLY PRESCHEDULED MAINTENANCE AND SUPPORT
The **Perception** service program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, rbTechnologies, LLC will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions.

Based upon the devices and modules identified in **Appendix B**, rbTechnologies will provide

-1- hours of scheduled maintenance services per month.

Based on this information, the monthly program price for Town of East Montpelier has been determined to be: $265.00 as summarized in the table below:

Program Components	Component Cost
Workstation/Laptop/Other Devices (-0- endpoints):	$0.00
Servers (1 endpoints)	$115.00
Optional Modules: AntiVirus Module (10 endpoints)	$20.00
Optional Modules: 3rd Party Patch Module (1 endpoints) ***Server***	Included
Scheduled Maintenance Support Hours / Blocks (1 hour)	$130.00
Initial Setup Fee (No charge for Perception Essentials)	N/A
TOTAL MONTHLY PROGRAM COST	**$265.00**

Additional Included (Bundled) Costs	Component Cost
Dispatched Support:	Included
Remote Support:	Included
After-hours:	$ N/A
Emergency Support during Business Hours: *Waive 1 Urgent Response Fee/Month*	Included
Emergency Support during Non-business Hours:	$ N/A

*ANY UNUSED MONTHLY HOURS ROLL TO FOLLOWING MONTH AND EXPIRE AT END OF AGREEMENT TERM.

Agreement

rbTechnologies shall sell to the CLIENT, and the CLIENT shall purchase from **rbTechnologies** according to the prices and the terms set forth herein, the services as specified herein. **rbTechnologies** is not bound by any representations or inducements not set forth herein. This Agreement shall become effective and binding upon the CLIENT's and **rbTechnologies** authorized signatures. All information contained herein is considered confidential and shall not be reproduced or distributed.

CLIENT Acceptance:

Authorized By	CLIENT
Authorized Signature (Owner or Officer)	Date
Print Name	Title

Support Provider: **rbTechnologies**

Authorized By	
[signature]	4/14/2016
rbTechnologies Authorized Signature (Owner or Officer)	Date
Rubin B. Bennett	**Owner**
Print Name	Title

Name	Device Class	Logged in User	Perception Pro Server	Perception Pro PC	Perception Basic	Managed Antivirus
TAThinkpad	Laptop - Windows	TOWNOFFICE\TALaptop			1	1
Town Garage Laptop	Laptop - Windows	LENOVO-7595F186\Road Foreman			1	1
192.168.1.45	Printer	--			1	
gen29f55a	Printer	--			1	
mc2430dl778cf3	Printer	--			1	
townsrv3	Servers - Windows	--	1			1
OpenWRT	Switch/Router	--			1	
APPRAISER3	Workstations - Windows	TOWNOFFICE\rosie			1	1
ASST_TREASURER	Workstations - Windows	TOWNOFFICE\DeniseB			1	1
EASTMON2015DT01	Workstations - Windows	TOWNOFFICE\Terri			1	1
Listers-IBM	Workstations - Windows	TOWNOFFICE\rosie			1	1
TOWNADMIN-PC	Workstations - Windows	TOWNOFFICE\TA			1	1
TREASURER-2012	Workstations - Windows	TOWNOFFICE\dwelch			1	1
ZONING-2012	Workstations - Windows	--			1	1
			1		13	10

Executive Summary	Qty.	Per each	Per month
Perception Professional Server	1	$115.00	$115.00
Perception Basic (non-proactive patching or alert monitoring)	13	$0.00	$0.00
Perception AV Defender (Bit Defender) Managed Antivirus	10	$2.00	$20.00
Discounted (bundled) Monthly Hours	1	$130.00	$130.00
TOTAL MONTHLY BASE RATE			**$265.00**