

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-31

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT, STATEMENT
OF WORK, AND PROPOSED QUOTE WITH
ALL COPY PRODUCTS, INC. DBA VERTICOMM**

WHEREAS, the Town of Keystone ("Town") is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, the Town has a need for support for managing and maintaining the Town's Information Technology (IT) infrastructure; and

WHEREAS, the Town Technology Advisory Group recommends contracting with All Copy Products, Inc. dba Verticomm as a managed service provider; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to contract with All Copy Products, Inc. dba Verticomm to provided dedicated IT support for managing and maintain the Town's IT infrastructure.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town Council authorizes the execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm attached hereto as Exhibit A. The Interim Town Manager is authorized to execute the Master Services Agreement, Statement of Work, and Proposed Quote on behalf of the Town.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 7 in favor and 0 against, this 9th day of April, 2024.

By: Kenneth D Riley
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: Maddie Siehr
Town Clerk

By: James M. Mark
Town Attorney



Verticomm
A Division of ACP

We have prepared a quote for you

TCare (9) - 4-9-2024

Quote # 012311
Version 1

Prepared for:

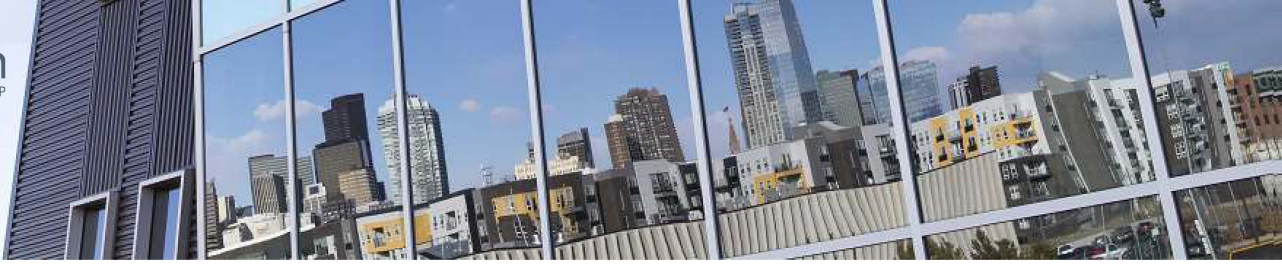
The Town of Keystone

Gary Martinez
gmartinez@townofkeystone.us

Prepared by:

Verticomm

Dillon Richards



Wednesday, April 10, 2024

The Town of Keystone
Gary Martinez
1628 Sts John Rd
Keystone, CO 80435
gmartinez@townofkeystone.us

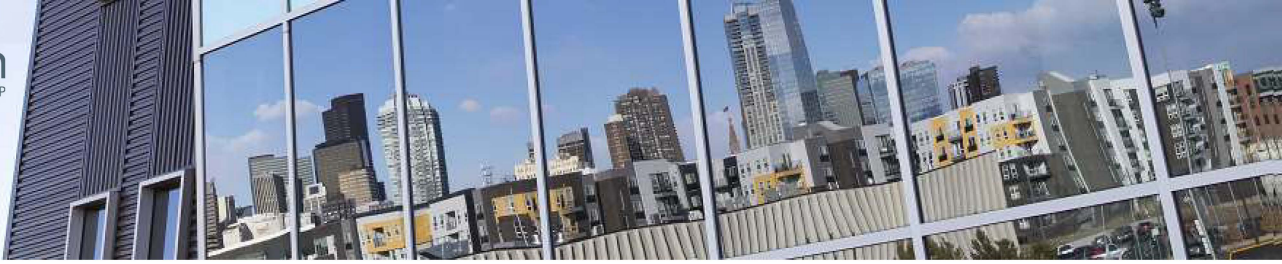
Dear Gary,

Thank you for considering Verticomm as a partner for your business technology needs. At Verticomm, we are committed to continuously providing your business with the resources necessary to keep your company efficient and productive in today's competitive business climate.

Verticomm's experience with managed services, cloud services, voice solutions, and business technologies will allow us to design a customized solution for your company. Custom IT solutions greatly enhance your ability to collaborate, communicate, and run your business with greater efficiency.

Understanding and managing technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more ROI-focused and able to better serve their customers. We look forward to putting our commitment and expertise to work for you soon.

Dillon Richards
Business Technology Consultant
Verticomm



BENEFITS OF WORKING

WITH VERTICOMM

TECHNOLOGY IS WHAT WE DO BEST

Here at Verticomm, we are 100% focused on providing excellent customer service and best-in-class solutions the industry has to offer. Using unrivaled industry-specific knowledge, an impressive arsenal of top-notch tech tools, completely customized service options, and years of relevant hands-on experience, Verticomm has become a leading partner in the tech industry.



WE MAKE THINGS SIMPLE

Understanding and managing your technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more cost-efficient, able to better serve their customers and focus on their core business. We genuinely hope you will allow us to prove our level of service and expertise to you.



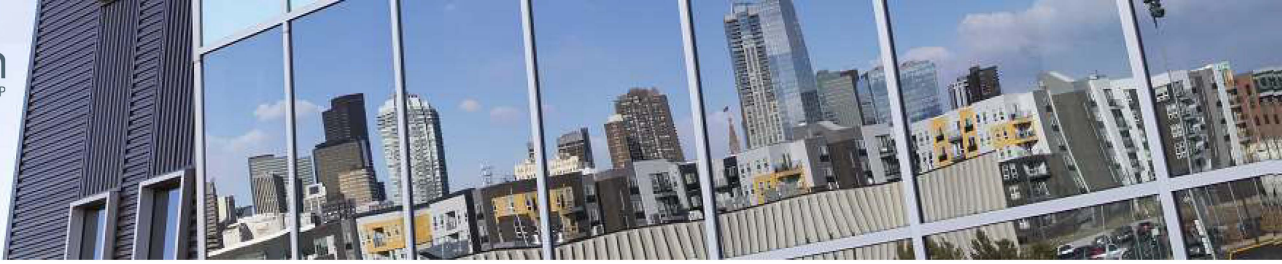
HELP DESK SOLUTIONS

Whenever your business or employees experience a major IT issue, it takes a serious toll on their ability to be productive. This is especially true if the problem exceeds the technical capabilities of your business' IT department. To remedy this, Verticomm offers best-in-class IT Support through our help desk, technicians, and certified engineers.



DEADLINES ARE ESSENTIAL

It is crucial to create deadlines for your business to achieve your goals. We feel the same way when it comes to the services we offer. Deadlines force us to think about what it will take to accomplish your business goals. Time management and prioritization are essential to insuring your business receives the service and attention needed to run at optimal efficiency.



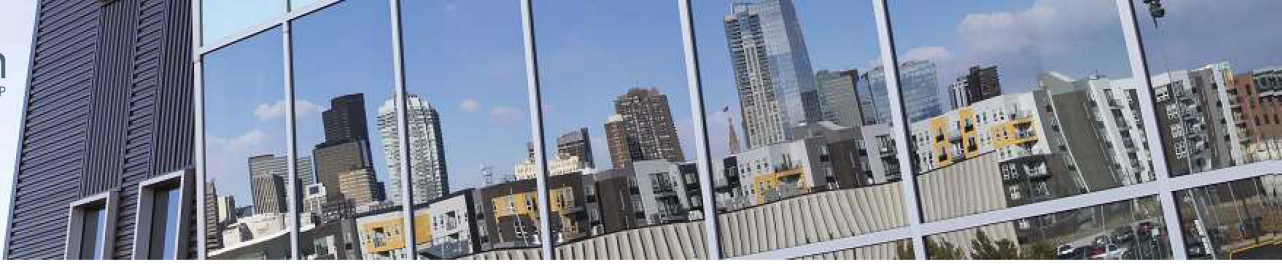
OUR STORY

... SO FAR

Since 1999, Verticomm has been providing cost-effective technology solutions to businesses all over the United States. Our products and services rise above those of our competitors in that they build and implement the best Cloud, IT, and Phone solutions to keep businesses on task, on schedule, and growing.

More so, we are not a company built on nominal value alone. Instead, we are a company of real people with diverse talents and abilities. Brad Knepper, our CEO, is dedicated to bringing experienced and talented IT experts from all backgrounds in order to accommodate the needs and goals for any business. This allows our team to customize solutions around the needs and goals of our clients.

As a result of our approach, our clients are easily able to plan, deploy, and manage their technological infrastructure. In conclusion, this means less time worrying about technological issues, and more time focusing on their goals.



OUR MAIN AREAS OF EXPERTISE

DOING WHAT WE DO BEST



We are driven by creating experiences that deliver results for your business and customers.

CLOUD SERVICES

Regardless of your experience or understanding of cloud technology, it is important to grasp the basic concept of cloud computing and how it can help your business. Verticomm is proud to offer the best in cloud-based services to take your business efficiency to the next level.

VOICE SOLUTIONS

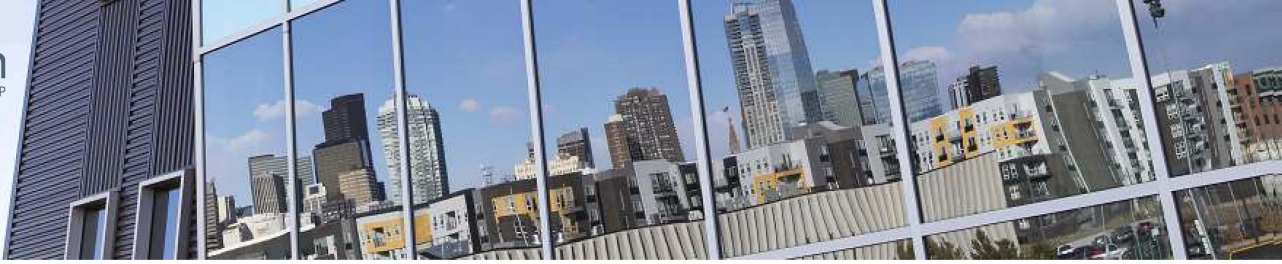
Your phone system is a vital part of your business, not only with customers, but internally as well. Verticomm provides the best premise-based and cloud-based phone systems on the market. We have the solutions and services to customize a phone system specific to your business.

MANAGED SERVICES

We pride ourselves in offering best-in-class products and services to our customers. From our managed IT services, backup solutions and certified help desk, we have a solution for you. We are confident that after you have worked with us, your technology experience will be a positive one.

WORKFLOW SOLUTIONS

Organization is essential to eliminate redundancies and allow seamless information to flow between departments. Not only does it save you time and effort, it maintains data integrity and accuracy of your data. Streamline your workflow with our top-tier document management solutions.



A PREVIEW OF OUR SERVICES

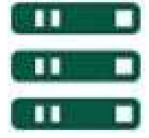
AND WE CAN DO SO MUCH MORE!

We aim to make Verticomm the only business partner you need to manage all of your business technology solutions.



TOTAL CLOUD PLAN

We manage all of your technology with our all-inclusive private cloud-based, managed IT plan.



TOTAL CARE PLAN

Verticomm's Total Care plan is the best all-inclusive, customized, managed IT plan.



BACKUP & DISASTER RECOVERY

Your data is important. Without reliable backups and recovery solutions in place, you are at risk.



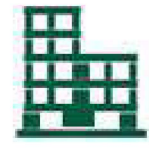
VOICE & VIDEO SOLUTIONS

We offer the best in business phone and video conference systems to keep you connected at all times.



DOCUMENT MANAGEMENT

We offer several top rated DMS solutions to locate and retrieve your digital documents.



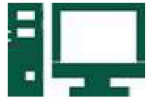
CABLING & WIRING SERVICES

We provide wiring and cabling expertise that will meet your company's technology infrastructure.



NETWORK SOLUTIONS

A reliable, high-speed Internet connection will give your business the digital foundation it needs to grow.



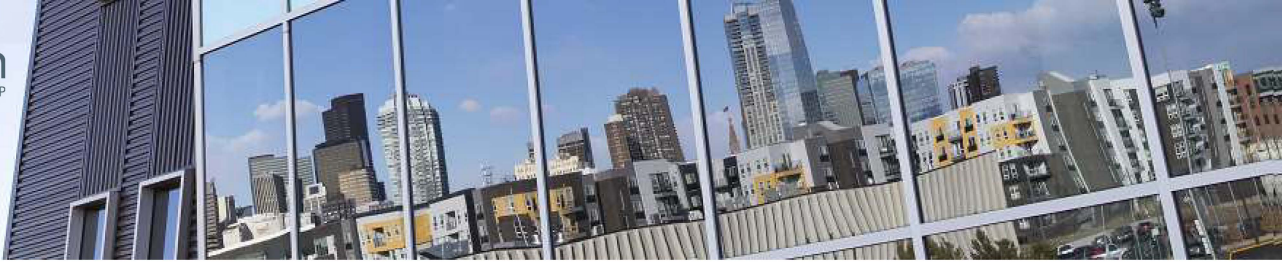
HARDWARE & SOFTWARE

We provide computers, firewalls, servers, switches, and software to name a few.



SECURITY INFRASTRUCTURE

Advanced physical security systems protect your assets and keep your business functional.



WE LOVE DIGITAL OFFICE EQUIPMENT

SEE WHAT ALL COPY PRODUCTS CAN DO FOR YOU!

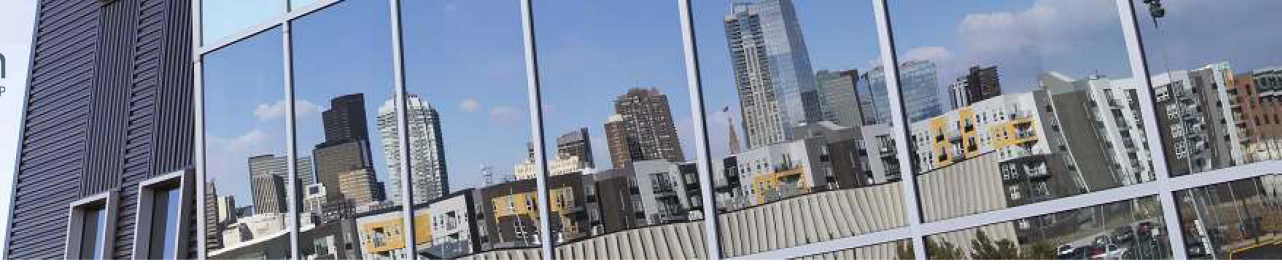
Having one company to partner with from our office equipment to our business technology has made our business more efficient and cost-effective.



All Copy Products celebrated their 40th anniversary in 2015. Since opening their doors in 1975, All Copy Products has strived to be a leader in the office technology industry and has grown to be a trusted leader in digital office equipment, managed print services, workflow solutions, and document management. We provide our customers the best services and solutions, along with our award-winning customer service.

QUOTE - TOTAL CARE SERVICES

Description	Recurring	Qty	Ext. Recurring
Total Care Fees			
TCare Base Fee TCare Base Fee Monthly Base Fee Total Care Base Monthly Fee	\$125.00	9	\$1,125.00


QUOTE - TOTAL CARE SERVICES

Description	Recurring	Qty	Ext. Recurring
Total Care Subtotal			\$1,125.00
Additional User Fee			
TCare User Fee TCare User Fee Monthly User Fee Total Care Managed User Fee	\$150.00	1	\$150.00

Monthly Subtotal: \$1,125.00

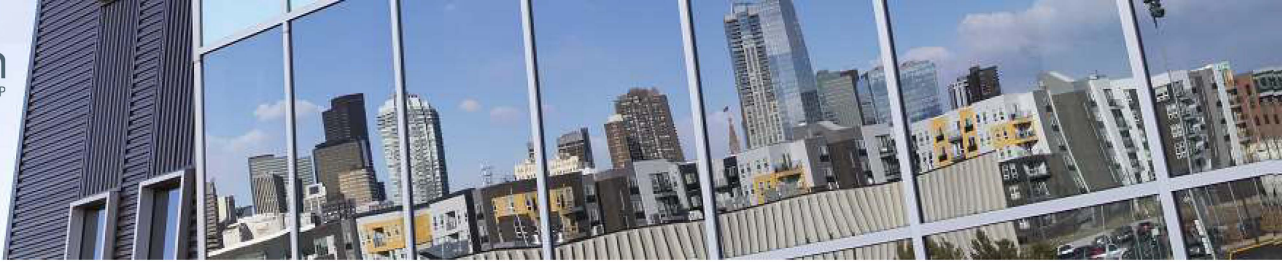
QUOTE - PROFESSIONAL SERVICES

Description	Qty
Professional Services Fees	
ITONBOARD ITONBOARD IT ONBOARDING FEE ITONBOARD IT ONBOARDING FEE	17
INSTALL-IT INSTALLATION-IT MWP MIGRATION INSTALLATION-IT	23
INSTALL-IT INSTALLATION-IT SECURITY STACK INSTALLATION-IT	4
INSTALL-IT INSTALLATION-IT DROPSUITE INSTALLATION-IT	2
Professional Services Subtotal	

Subtotal: \$6,900.00

QUOTE - BACKUP SOLUTIONS

Description	Recurring	Qty	Ext. Recurring
Backup Solutions			
CI- Dropsuite GovCloud Backup DropsuiteBusines s Dropsuite Business Backup	\$4.00	9	\$36.00


QUOTE - BACKUP SOLUTIONS

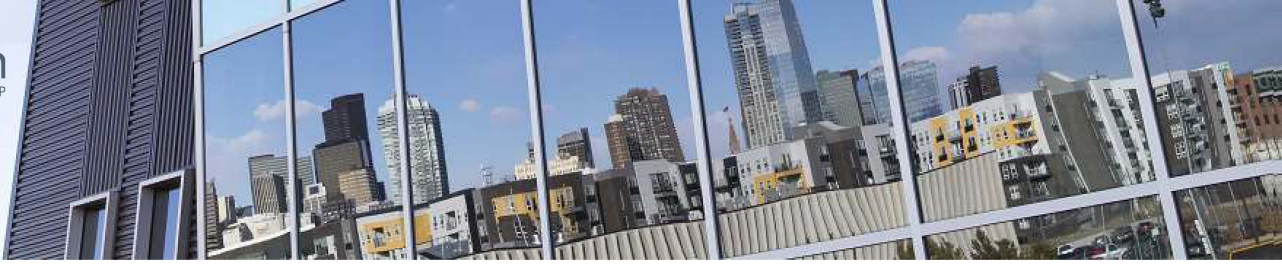
Description	Recurring	Qty	Ext. Recurring
Backup Solutions Subtotal			\$36.00

Monthly Subtotal: \$36.00

QUOTE - BASIC SECURITY SOFTWARE

Description	Recurring	Qty	Ext. Recurring
Security Software			
CI-Fortify EP CI-Fortify EP Fortify for Endpoint Fortify for Endpoint includes SentinelOne with 24/7 SOC: Per Device Servers and PCs/Laptops	\$8.00	9	\$72.00
CI-Huntress Security Huntress Security Huntress Security Partner per Device - Servers and PCs/Laptops	\$4.00	9	\$36.00
BSN-SEC-BPP-A100 Breach Secure Now Breach Prevention Platform Breach Secure Now Breach Prevention Platform	\$3.00	9	\$27.00
Security Software Subtotal			\$135.00

Monthly Subtotal: \$135.00



TCare (9) - 4-9-2024

Prepared by:

Verticomm

Dillon Richards
 719.757.1371
 drichards@verticomm.com

Prepared for:

The Town of Keystone

1628 Sts John Rd
 Keystone, CO 80435
 Gary Martinez
 (719) 239-3551
 gmartinez@townofkeystone.us

Quote Information:

Quote #: 012311

Version: 1
 Delivery Date: 04/09/2024
 Expiration Date: 04/28/2024

Quote Summary

Description	Amount
QUOTE - PROFESSIONAL SERVICES	\$6,900.00
Total:	\$6,900.00

Monthly Expenses Summary

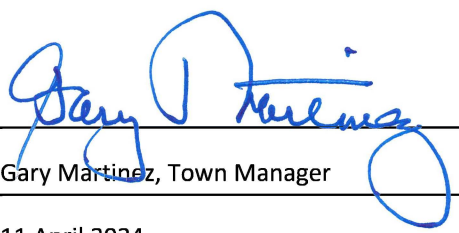
Description	Amount
QUOTE - TOTAL CARE SERVICES	\$1,125.00
QUOTE - BACKUP SOLUTIONS	\$36.00
QUOTE - BASIC SECURITY SOFTWARE	\$135.00
Monthly Total:	\$1,296.00

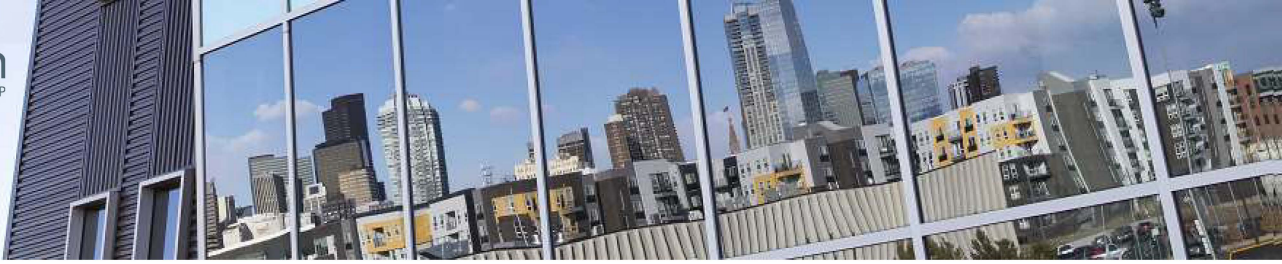
By accepting this Quote, you agree to the terms of each Statement of Work and the terms of the Master Services Agreement. If you do not agree to the terms of the Statement(s) of Work and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and SOWs will be collectively referred to as "SOW." We reserve the right to cancel orders due to pricing and other errors in facts. Taxes, shipping & handling and other fees may apply.

Verticomm

Signature: 
 Name: Dillon Richards
 Title: Business Technology Consultant
 Date: 04/09/2024

The Town of Keystone

Signature: 
 Name: Gary Martinez, Town Manager
 Date: 11 April 2024



STATEMENT OF WORK: VERTICOMM MANAGED SERVICES

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **Verticomm** (“us”, “our”, “we” or “Verticomm”), and **you** (“you”, “your” or “Client”), the entity that accepts the quote to which this SOW is attached (the “Quote”). The terms of the Master Services Agreement are hereby incorporated herein by this reference. Our Master Services Agreement can be viewed at <https://www.verticomm.com/verticomm-master-service-agreement>. If you do not have a copy of the Agreement, please contact us for a copy prior to executing this SOW.

This SOW is effective as of the date that you accept the Quote (“Effective Date”).

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

Company Name ("Client"): The Town of Keystone
Main Contact: Gary Martinez
Phone: (719) 239-3551
Email: gmartinez@townofkeystone.us
Billing Address: 1628 Sts John Rd Keystone CO 80435

Commencement

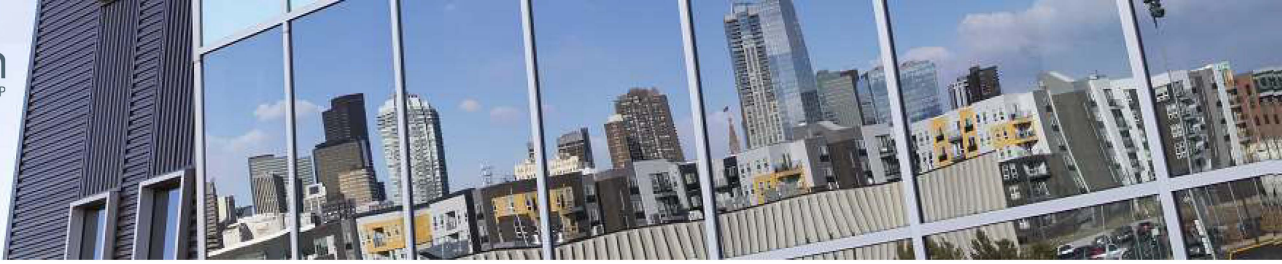
Commencement of this SOW begins upon completion of a SOW for onboarding, or upon signature if no onboarding is required. The SOW will remain in effect for a total of **12 months** from the date of commencement (“Initial Term”).

Managed Services

Upon the completion of onboarding services (if any), the services listed in the Quote and described below will be provided to you on an ongoing basis during the term of this SOW. Verticomm shall maintain, monitor, and support only the equipment and software as applicable and as listed in the attached Appendix A – Equipment and Software (“Equipment”), and provide the Managed Services (“Services”) within the parameters outlined under “Service Levels” below. Any and all equipment, software, or services provided by Verticomm through purchase or lease agreement during the term of this SOW are understood to be appended to this SOW as “Equipment” and “Services” unless otherwise noted in the purchase/lease agreement.

Total Care Managed Services Description

- Document software and hardware changes
- Updates of work accomplished or in progress
- Remote monitoring and management of servers
- Apply service packs, critical patches, and hot fixes as needed
- Monitor server(s) critical event logs
- Monitor hard drive free space
- Email user/mailbox management
- Manage Active Directory
- Run system diagnostics
- Schedule off time server maintenance
- Manage file directory structure
- Maintain permissions on security groups
- Manage and support Verticomm approved devices listed on Appendix A
- Monitor backup status and restore file(s) related to user error
- Check on-site device logs including router and firewall
- Performance monitoring/capacity planning for CLIENT network as needed
- Manage facility connectivity to Internet (wired/wireless)
- Confirm anti-virus/anti-spyware definitions are up to date
- Create new directories, shares, security groups, user accounts
- Manage account policies
- New user set up
- Set up and change security for users and applications
- Line of business applications minor updates



Locations Covered by Services

Services are to be provided at locations listed in Appendix A. Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability.

Managed Equipment / Hardware / Software

The Services will be applied to the equipment hardware and software listed in Appendix A (“Covered Locations/Equipment/Software/Backup”). If Appendix A is marked as "Incomplete," Appendix A will be modified during the onboarding and presented to the CLIENT for signature and amended to the contract on the date of execution.

The Services will apply to the software listed in Appendix A (“Covered Locations/Equipment/Software/Backup”) provided, however, that all Supported Software must at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer.

In this SOW, Covered Hardware and Supported Software will be referred to as the “Environment.”

Security Awareness

Security Awareness Services: Client agrees to Security Awareness Training with Simulated Phishing Campaigns at the additional cost outlined in Quote. This will help instruct employees on identifying and avoiding emails and attachments designed to lure the employee into clicking on a malicious URL or email attachment to obtain personal information, company data, or to plant spyware or ransomware. If client chooses not to accept this service, client agrees to pay any and all service charges to remedy the environment in order to return to full production.

Client agrees to Security Awareness Training services: **Yes**

Fail-over Circuit

Secondary Circuit: Client understands that, for optimal performance and availability of this solution, a secondary data circuit is highly recommended to minimize Client outages. While a secondary service is not mandatory, Verticomm requires a sign-off as to whether or not the Client chooses to acquire a secondary circuit.

Client will/has purchase(d) a secondary data circuit: **No**

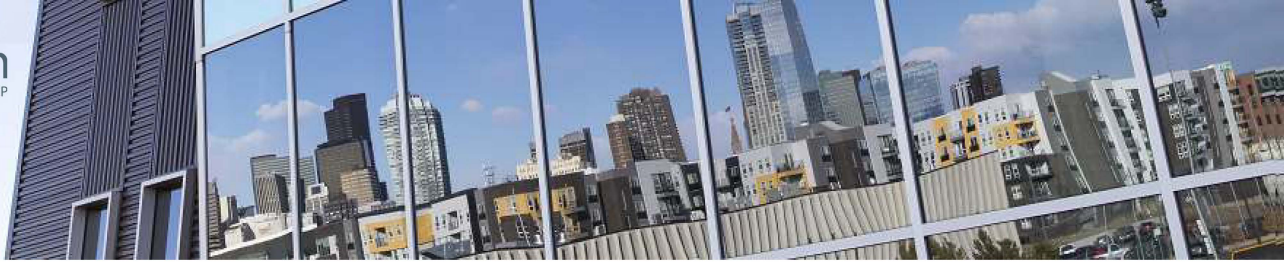
Data Backups

Managed backup of servers listed in Appendix A

- 24/7 monitoring of backup system, including offsite backup, offsite replication and an onsite backup appliance (“Backup Appliance”)
- Troubleshooting and remediation of failed backup disks
- Preventive maintenance and management of backup software
- Firmware and software updates of backup appliance
- Problem analysis
- Monitoring of backup successes and failures

*Note: Data on equipment that is not specifically listed in Appendix A will **not** be backed up.*

Storage Limitation: Client will be allocated the amount of storage space for backup and recovery purposes as listed in the Quote. Any space



required or requested by Client beyond this amount will be provided to Client as according to the Quote.

Backup Frequency: On-site backups will occur nightly; offsite backups will occur nightly.

Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with fail-over capabilities

Backup Retention: Verticomm only guarantees retrieval of the most recent recovery point sent to the backup appliance in a local recovery situation. Verticomm only guarantees retrieval of archived data sent to the off-site data center in the prior calendar day.

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

Data Recovery Services: You must contact us if data recovery services are needed. Upon your payment of the applicable fees (described below), we will make your backed up data available to you in a hosted, virtual environment. Your access to the backed up data will continue for a period of two (2) weeks; extended access time is available as described in the Fees section, below.

Term/Termination

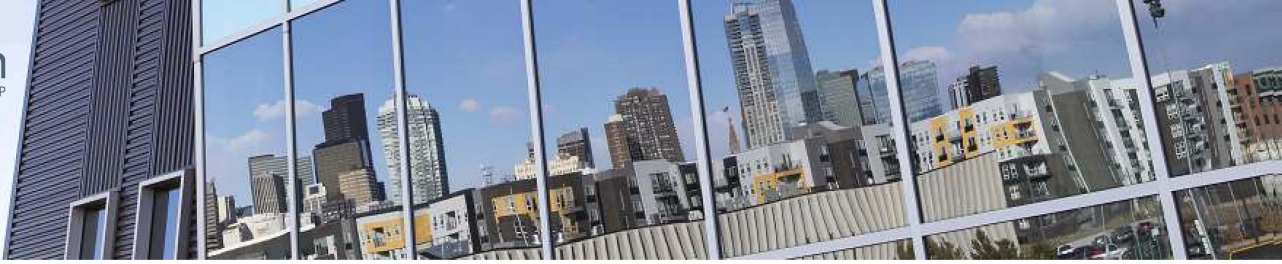
The Services will commence, and billing will begin, on the date indicated in this SOW as Commencement Date. We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to Verticomm’ satisfaction.

After the expiration of the initial term of this SOW, this SOW will automatically renew for an additional term(s) equal to the Initial Term unless either party notifies the other of its intention to not renew this SOW no less than sixty (60) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

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

- Server hardware must be under current OEM warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all of the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date threat protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup or approved cloud-based back-up solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- If a static IP address is required for the Environment, the Client will be responsible for supplying one. This may result in an additional fee from your provider.
- Data recovery assume the integrity of the data that is being backed up. Files that are incorrect or corrupt before being backed up cannot be recovered to a non-corrupt state. Files can only be recovered to the integrity and state that are contained within the backup chain.
- All servers must be connected to working UPS devices.
- Client must provide all software installation media and key codes in the event of a failure.



- Any costs required to bring the Environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to the environment (other than electronic data) unless expressly approved in writing by us.

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

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

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis. Response, repair, and/or remediation services (as applicable) will be provided only during our normal business hours of 7:00AM Mountain Time to 6:00PM Mountain Time, unless otherwise specifically stated in the Quote. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below.

Severity levels will be determined by Verticomm in our reasonable discretion. All remediation services will initially be attempted remotely; Verticomm will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Services not available (All users and functions unavailable)	Response within one (1) hour after notification
Significant degradation of services (large number of users or business critical functions affected)	Response within four (4) hours after notification
Limited degradation of services (limited number of users or functions affected, business process can continue)	Response within twenty-four (24) hours after notification
Small service degradation (business process can continue, one user affected)	Response within forty-eight (48) hours after notification

* All time frames are calculated as of the time that Verticomm is notified of the applicable issue / problem by Client through Verticomm’s designated support portal, emailing support@verticomm.com, or by telephone at 855-411-2679. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Help desk support provided outside of our normal support hours will be billed to Client at the hourly rate of \$270/hour (2 hour minimum applies for onsite work).

Fees

The fees for the Services will be as indicated in the Quote.



Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Minimum Monthly Payments. The initial Fees indicated in Quote are the minimum monthly fees (“MMF”) that will be charged to you during the term. You agree that the MMF will not drop below the amounts indicated in the Quote, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

Increases. Client acknowledges and agrees that after the first year of this agreement, and not more than once each successive 12-month period thereafter, Verticomm may increase the Monthly Fees and other fees for Services Payment by an amount not exceeding 10% of the then current total monthly payment amount, as previously adjusted.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under this SOW. This authorization will continue until otherwise terminated in writing by you. We will apply a \$30.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank’s electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you on our payment authorization form, for any payments due under this SOW.

Removal of agents/ return of appliances

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the Environment. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the Environment but in a dormant and/or unused state.

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

Additional Terms



Monitoring Services/Alert Services

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

Hardware/Software Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without notifying us in writing and receiving confirmation of our receipt of the notification. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without notifying us in advance. We will respond to you upon receipt of the notification of the modification can be supported under this SOW.

Anti-Virus/Anti-Malware/Spam Filtering

Our anti-virus / anti-malware / spam filtering solution(s) will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by Viruses will be recoverable. To improve security awareness, you agree that Verticomm or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

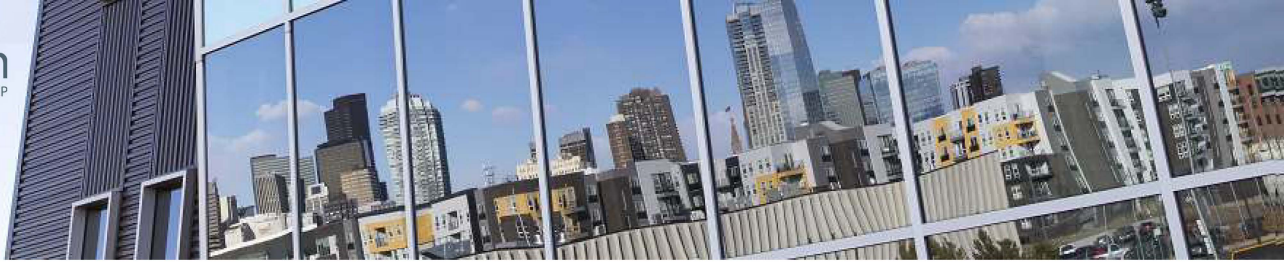
Our security incident response covered under this SOW will consist of (i) identify and/or confirm an incident, (ii) notify You of the incident, (iii) isolate the affected system(s) from the network, (iv) clean affected system(s) of virus/malware, (v) preserve the environment to the degree required for forensic analysis.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in this SOW, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy (“FUP”) applies to all services in this SOW that are described or designated as “unlimited.” An “unlimited” service



designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Microsoft 365[®] email or Exchange online

You are solely responsible for the security, confidentiality and integrity of all email and the content of all email, received, transmitted or stored through the Microsoft 365 or Exchange Online email service that is under your control ("MS 365 Email"). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the MS 365 Email to upload, post, transmit or distribute) any prohibited content ("Prohibited Content"), which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Verticomm or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the MS 365 Email for the purpose of sending unsolicited commercial electronic messages in violation of any federal or state law ("SPAM").

Verticomm reserves the right, but not the obligation, to suspend Client's access to the MS 365 Email and/or all transactions occurring under Client's MS 365 Email account if Verticomm believes, in its reasonable discretion, that Client's email account is being used for Prohibited Content and/or Spam.

Patch Management

All systems specified in "Appendix A." will be configured to automatically install critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Unless specified otherwise; patches attempt to install on a scheduled basis once monthly. If a managed system misses a patch window for any reason (disconnected from the internet, powered off, etc) it will be configured to attempt to patch as soon as possible after the missed window. Patching compliance is not guaranteed for systems that are not able to patch for reasons outside of our control.

Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Procurement

Equipment and software procured by Verticomm on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Verticomm does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or restocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Verticomm is not a warranty service or repair center. Verticomm will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Verticomm will be held harmless.

Quarterly Business Review; IT Strategic Planning



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

VCIO Services

If VCIO are included in Your Quote, advice and suggestions provided by us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Verticomm will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Verticomm on Client's corporate records or accounts. VCIO Services are not included as a part of a Total Care service offering, but can be offered along with your plan for an additional fee.

Sample Policies, Procedures.

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

Penetration Testing; Vulnerability Assessment

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

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under this SOW, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

Infrastructure as a Service

You will use all Verticomm-hosted equipment and hardware (collectively, "IaaS") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Hardware available to any third party without our prior written consent. We reserve the right to throttle or suspend your access and/or use of the IaaS if we believe, in our sole but reasonable judgment, that your use of the IaaS is violates the terms of this SOW or the Agreement.

You understand that IaaS is a consumption-based service that is billed at a monthly baseline rate. Overages for the use of those services will be billed to you in arrears on your agreement invoice the month following the overage.

Domain Name Services

If you register, renew, or transfer a domain name through Verticomm, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any



errors, omissions, or failures of the Registrar.

Unsupported Configuration Elements Or Services

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

Hosting Services

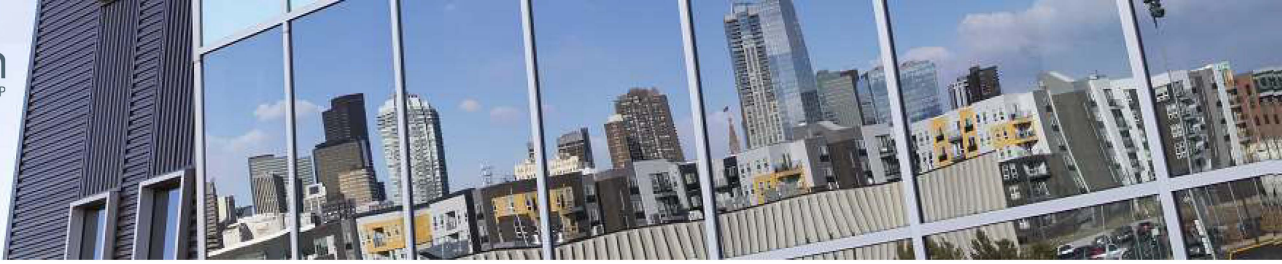
You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

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

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

Licenses.

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of this SOW unless otherwise expressly stated herein.



APPENDIX A - LOCATIONS/EQUIPMENT/SOFTWARE/BACKUP

Equipment, Software and Services

1. Service Locations:

Location Address
1628 Sts John Rd Keystone CO 80435

2. Covered Software:

Software & Version	
Incomplete	

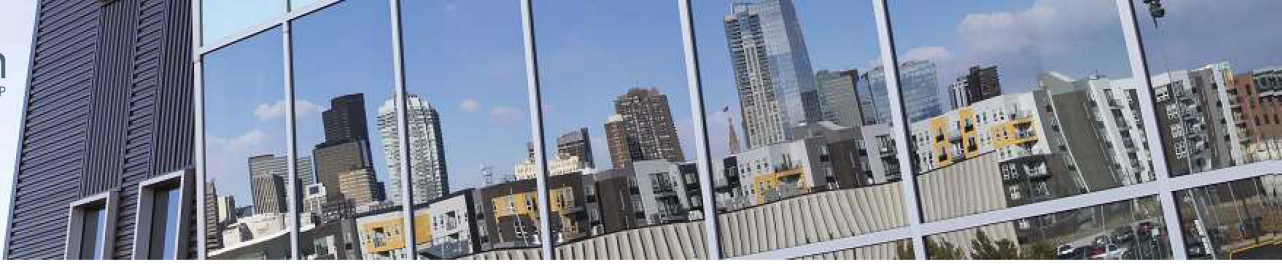
3. Covered Equipment:

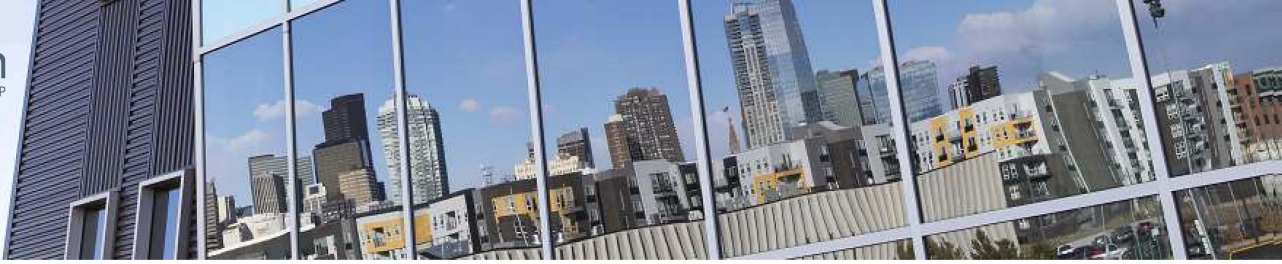
Brand/Model/Description & OS	
Incomplete	

4. Servers to be backed up:

Server Name	Shares
Incomplete	

5. Other:





STATEMENT OF WORK: PROFESSIONAL SERVICES

SCOPE OF SERVICES

This Statement Of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between Verticomm (“we”, “us”, “our” or “Verticomm”), and you (“you”, “your” or “Client”), the entity who accepts the proposal/quote to which this SOW is attached (the “Quote”). This SOW is effective as of date on which you accepted the Quote (“Effective Date”).

The services described in the Quote and as described in attached Scope of Work(s) (collectively, the “Services”) will be provided to you. Services that are not specifically described in the Quote and this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as this SOW).

This SOW has an expiration date. If not authorized by signature prior to expiration date, this SOW becomes void and will need to be reissued in order to become valid.

SITE OF PERFORMANCE

Performance of the Services will be at the following CLIENT location(s):

Site Address:	Bill To:
1628 Sts John Rd Keystone, CO 80435	1628 Sts John Rd Keystone, CO 80435

DETAILED PROJECT PLAN AND ESTIMATED TIMELINE

A Project Plan including specific dates for project completion milestones will be created by Verticomm and given to the Client after full discovery is completed.

VERTICOMM RESPONSIBILITIES

Verticomm shall have the following project management responsibilities:

- Provide a single point of contact for the duration of the project
- Audit and review the installation design
- Gather all pertinent information for the project
- Create a Project Plan
- Achieve approval for the Detailed Project Plan by both Verticomm and the CLIENT
- Coordinate equipment rollout schedule in accordance with the Detailed Project Plan
- Schedule on-site resources
- Provide and receive project status updates on an agreed time basis and as milestones are achieved



- Schedule and attend status and planning meeting before actual configuration work commences
- Deliver the services specified in the “Scope of Work” Section(s)
- Work with CLIENT in creating User Acceptance Testing (UAT) Plan
- Create/Present UAT Migrate Acceptance form for CLIENT Signoff

CLIENT RESPONSIBILITIES

CLIENT shall have the following project management responsibilities:

- Designate a person for this project communication, and who has the authority to act on all aspects of the services and responsible for testing per the project plan timeline (POC)
- Provide Verticomm with access to CLIENT’s facilities
- Provide current network schematic, network layer addresses and system name information for devices to be installed if requested
- Notify Verticomm Project Engineer of any POC or schedule change within five (5) business days of any scheduled activity
- Ensure all applications have current support agreements in place and provide Verticomm with all support phone numbers as well as relevant ID numbers to contact vendor support personnel
- CLIENT will provide credentials for all IT-related systems during the discovery process
- All hardware and software will be actively licensed and covered by a support agreement with the respective vendor or an appropriate third party
- All hardware and software is currently configured to manufacturer and/or Verticomm best practices
- Client will provide software installers and licensing/activation information for all hardware and software
- CLIENT will work with assigned Project Engineer in creating User Acceptance Testing (UAT) Plan
- CLIENT will follow UAT Plan to complete User Acceptance Testing
- CLIENT will sign off on UAT Migrate Acceptance form once UAT is complete

ASSUMPTIONS

Verticomm has created this SoW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- CLIENT acknowledges that the success of the proposed engagement relies on collaboration (response to questions, open accurate information sharing and periodic communication with Verticomm by phone or email) and participation by CLIENT staff members. Verticomm assumes that an accepted response time will be 24 hours or one business day.
- Upon acceptance of this Scope of Work (proposal), Verticomm Project Engineer will schedule the project with the CLIENT. The proposed schedule will be based on the availability of Verticomm resources. All efforts will be made to accommodate the client’s specific scheduling needs. Verticomm does not commit any professional services resources until the client approves the project in writing.
- CLIENT has the proper infrastructure in place that meets or exceeds current standards for data and/or voice transmission.
- CLIENT has all cables properly terminated for desired workstations.
- All CLIENT computers must have Verticomm supplied antivirus and RMM agent installed.
- All CLIENT computers are owned by CLIENT, Verticomm is not responsible for personal data on CLIENT owned computers.
- CLIENT possesses sufficient Microsoft licensing for existing clients and software.
- Verticomm will not perform work on illegally licensed software.
- CLIENT owns all hardware, software and services related to CLIENT’s IT environment.
- All Work to be performed during normal business hours of 8:00 to 5:00 MST Monday through Friday.
- Any work related to obtaining or validating compliance falls outside this scope of work.



- Verticomm retains sole administrative access to all hardware and software.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed in the SoW(s) attached to this Quote. Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

COMPLETION

Upon completion of all work, Verticomm requires the CLIENT to sign the Notice of Completion (Appendix C - SOW), indicating the completion of the project. If a Service or Deliverable is deemed incomplete for any reason, CLIENT shall provide written notification to Verticomm. This Notice of Completion shall be completed by the CLIENT and submitted to Verticomm within five (5) business days upon Verticomm’s notification to the CLIENT that the work is complete. The work is deemed completed and accepted by the CLIENT if Verticomm does not receive this notice within such.

It may become necessary to amend this SoW for reasons including, but not limited to, the following: time.

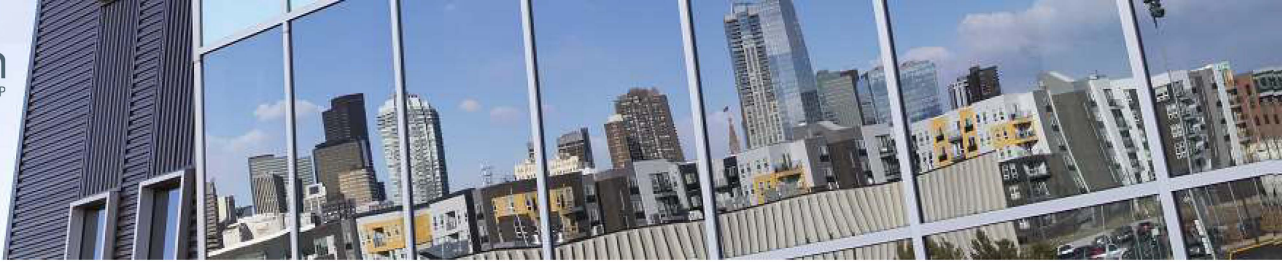
CHANGE MANAGEMENT PROCEDURE

CLIENT changes to the Scope of Work and/or specifications for the Services or Deliverables

- CLIENT changes the POC causing a delay in project timeline
- Non-availability of resources that are beyond either party’s control such as vendors/partners
- Environmental or architectural impediments not previously identified
- Failure of Verticomm or CLIENT to act on the responsibilities of each party as stated in this SOW
- In the event either party desires to change this Statement of Work; the following procedure will apply:
- Upon request, Verticomm will submit the Change Management Request and Authorization form (“Change Request”), which is attached as Appendix B, to the other party. The Change Request will describe the nature of the change, the reason for the change, and the impact the change will have on the Scope of Work, which may include changes to the Deliverables and the schedule.
- A Change Request may be initiated either by the CLIENT or by Verticomm for any changes to the SoW. The designated Program/Project Engineer of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW or previous fully executed Change Request, the terms and conditions of the most recent fully-executed Change Request shall prevail.

SCHEDULE

Verticomm and the CLIENT will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for CLIENT to review and complete tasks (if necessary). Verticomm will use commercially reasonable efforts to timely complete the Services.



SERVICES COSTS & TERMS

For costs and terms please reference the quote and agreements.

Scope of Work Expiration

This SOW has an expiration of 30 days from the time of presentation to the CLIENT or the Expiration Date listed in the individual SoW(s). If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

ADDITIONAL SERVICES REQUIRED

Should it become apparent that factors beyond Verticomm's control require for additional services in order to complete the project described herein, a written estimate of such additional services and their charges will be provided to the CLIENT by the Project or Account Manager prior to proceeding therewith. Upon receipt of the estimate, the CLIENT shall, within ten (10) days, provide a written acceptance or rejection of the estimate. Beyond the date of rejection of the estimate (either in writing or at end of the ten (10) day period), Verticomm shall have no obligation to perform the additional services.



SCOPE OF WORK: ONBOARDING

SCOPE OF SERVICES

The following onboarding services will be performed under this SOW:

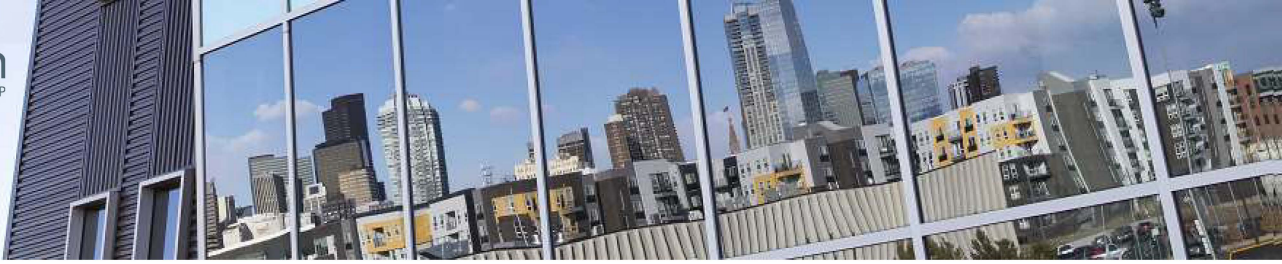
- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Compile an inventory of all supported software to be supported to include accounting and line-of-business applications.
- Uninstall any previous virus protection.
- Install Remote Monitoring and Software/Services as specified in Quote on all applicable computers and servers (physical and virtual)
- Uninstall unsafe applications or applications that are no longer necessary.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Determine and document backup service coverage.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.
- All non-disabled accounts need to be collected in a list and sent to the site POC for approval. Unapproved accounts need to be deleted/disabled.
- Confirm that 'users' are not domain admins. Any domain admin that is NOT a vtiadmin or administrator account needs to be removed or vetted.
- Full network diagram is to be completed for each location.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. Please note, unless otherwise expressly stated in this SOW, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

- Remote Monitoring
- Backup Options and Coverage
- User account list for approval
- Amended Appendix A for CLIENT approval
- Technology Roadmap for review



SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	05/03/2024
Engineering Approval Date	Engineer Approval
1/8/2024	<i>Kevin Thompson</i>



SCOPE OF WORK: MWP MIGRATION

Microsoft MWP Migration

Note: This is a new entity with no previous environment, email or data

Phase 1: Discovery

CLIENT:

- CLIENT will provide the following:
 - Request access to CLIENT's Office 365 GCC Tenant
 - This is a brand new local government. There is only about 60 days of data and communication to migrate
 - CSV list of Users, Groups, Shared Mailboxes, Resource mailboxes, alias, and type of 365 license to be assigned to users, passwords (if not setting up AD Connect)
 - Direct Access to DNS (No direct access to CLIENT's DNS could result in delays and additional charges)
 - Access to Primary DC to set up AD Connect (if applicable)
- CLIENT will select a point of contact for Verticomm for each phase of the migration
- CLIENT will be responsible for identifying three users to test email flow at the end of the Migration Phase
- CLIENT must disclose any Public Folders and they will be treated as a separate migration project
- CLIENT must disclose any 3rd party filtering tools. CLIENT will be responsible for configuring any on-prem device
- CLIENT will be responsible for configuring any Multifunction devices such as printers, faxes, etc
- CLIENT will be responsible for upgrading office/outlook
- CLIENT will be responsible for configuring Outlook profiles on Mac devices

Verticomm:

- Gather and test all necessary credentials from CLIENT
- Validate users and mailboxes that are part of migration
- Validate Groups, Alias', Shared Mailboxes, and Resource Mailboxes that are part of the project with CLIENT

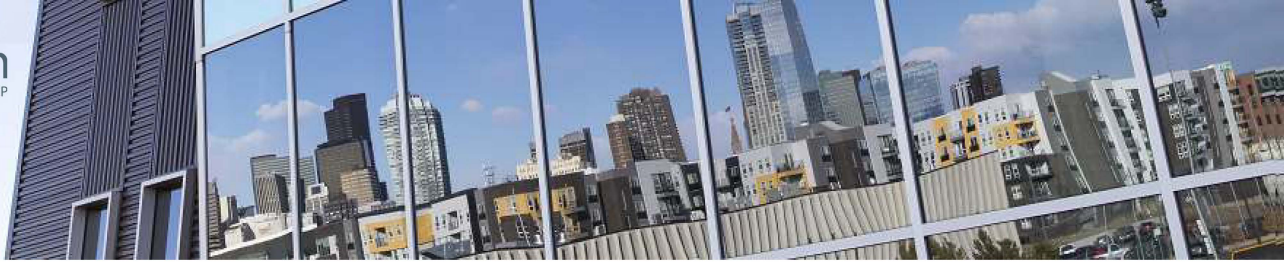
Phase 2: Implementation

CLIENT:

- Validate any user errors that Verticomm may have discovered (Email server offline, user not found, insufficient permissions, etc)
- Develop a timeline with users and determine a cutover date that works for both CLIENT and Verticomm during business week
- Communicate Cutover time with users

Verticomm:

- Assume responsibility for CLIENT Office 365 tenant
- Verify appropriate 365 GCC licenses
- Add Domain/Users to 365 and Assign Licenses in 365



- Perform all user and group UPN remediation (if required)

Phase 3: Configuration/Migration

CLIENT:

- Assist Verticomm with any user issues that arise during migration
- Communicate status of migration with users (as needed)

Verticomm:

- Establish Migration project and kick off data move
- Monitor progress and give CLIENT updates on estimated completion
- Validate all users have agent that reconfigures outlook profiles (if needed)
- Schedule agent to run at scheduled cutover time (if needed)
- Cutover MX records and add other necessary DNS records (CNAME, SRV, SPF, etc)
- Run Delta passes to collect any residual mail
- Work with CLIENT to get all agents into a completed status (as needed)
- Enable MFA via Mobile App for ALL users
- Create one security group and assign the staff to that SharePoint security group
- Create a SharePoint share so the client can begin building a directory

Phase 4: Testing

CLIENT:

- Assist Verticomm with testing of mail flow
- Assist Verticomm with testing of Email data migration

Verticomm:

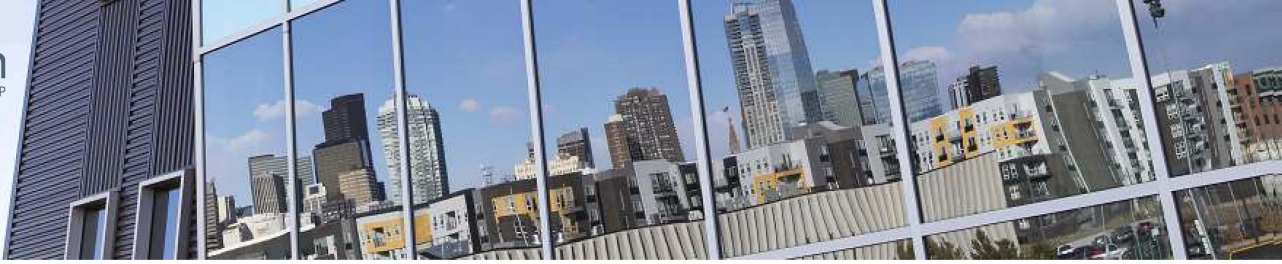
- Test inbound and outbound mail flow
- Validate Email data migration

Phase 5: Cutover

CLIENT:

- Perform direct end user support and communicate any errors with migration to Verticomm to help remediate
- Decommission Existing Email Server/Service (if applicable)
- Perform support for issues that are outside the scope of the migration:
 - Multifunction devices
 - Macs
 - Manually reconfiguration of outlook profiles
 - Reconfiguring mobile devices
 - Any items disclosed after sign-off
- Successful sign-off when project is complete

Verticomm:



- Verify successful inbound/outbound mail flow
- Run final Delta passes to collect any residual mail
- Dedicate time post cutover for any issues that may come up that are in scope
- Work with CLIENT to make sure everyone with agent gets into a completed status (if applicable)
- Handoff any relevant documentation developed during migration
- Obtain Successful signoff from CLIENT

DELIVERABLES

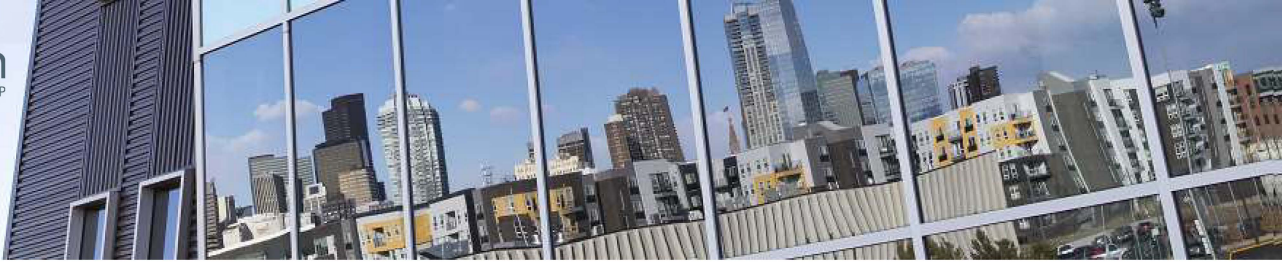
This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Costs contained in this SoW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

- Creation of the Client 365 MWP

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	05/03/2024
Engineering Approval Date	Engineer Approval
1/8/2024	Kevin Thompson



SCOPE OF WORK: SECURITY SOFTWARE IMPLEMENTATION

SCOPE OF SERVICES

The Security Software as detailed in the quote will be implemented under this SoW.

Admin Tasks

- Client meetings as needed for communication throughout project life span
- Change Orders as needed
- Procurement and provisioning of Licensing
- Updating/creating Documentation
- Internal meetings as needed

Phase 1 - Discovery

- Document Review
- Environment Investigation
- Confirm all devices that will receive agents including specification requirements
- Determine simulated Phishing Campaign Schedule
- Determine any Policies that CLIENT would like to load into Security Awareness Portal

Phase 2 - Setup

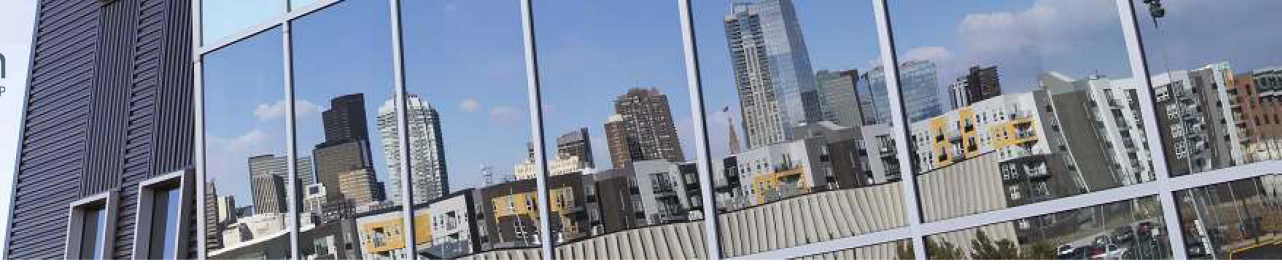
- Create CLIENT Tenancies as required
- Prepare Scripts to rollout Agents as needed
- Prepare any appliance as needed
- Configure Security Awareness Training for CLIENT including:
 - Add or Sync Verticomm Managed Users
 - Setup Whitelist on CLIENT's Email service
 - Setup simulated Phishing Campaigns as directed by CLIENT
 - Load Policies provided by CLIENT if any

Phase 3 - Installation/Implementation?

- Install the following Security Software Agents as detailed in quote:
 - Fortify on compatible Verticomm managed systems
 - Huntress on compatible Verticomm managed systems
- Implement Security Awareness Training for Verticomm managed users

Phase 4 - Testing

- Internal Testing



- Test access to CLIENT portals as needed
- Send test Phishing Campaign
- Client Testing
 - Confirm access to CLIENT portals
 - Confirm Emails received
- Training
 - Train Client on how to access CLIENT portals

Phase 5 - Cutover

- Handoff to Help Desk
- Receive Client sign off on project

Any remediation services to address deficiencies discovered during this implementation can be added to this SoW and will incur additional costs.

DELIVERABLES

This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

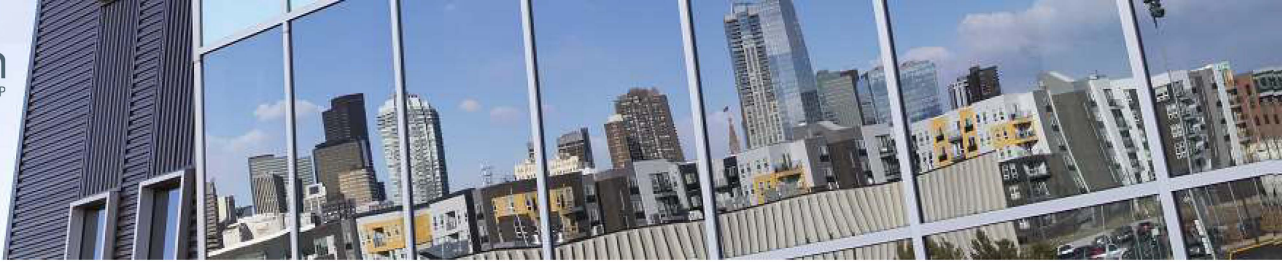
Security Software as detailed in Quote including the following:

- Fortify on compatible Verticomm managed systems
- Huntress on compatible Verticomm managed system
- Security Awareness Training for Verticomm managed users

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	05/03/2024
Engineering Approval Date	Engineer Approval
1/8/2024	<i>Kevin Thompson</i>



SCOPE OF WORK: DROPSUITE BACKUP SERVICES

SCOPE OF SERVICES

The following Backup services will be performed under this SoW:

- Implement Dropsuite to backup the Microsoft 365 Tenancy for the amount of users specified in Quote

Any remediation services to address deficiencies discovered during this process can be added to this SoW and will incur additional costs.

DELIVERABLES

This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

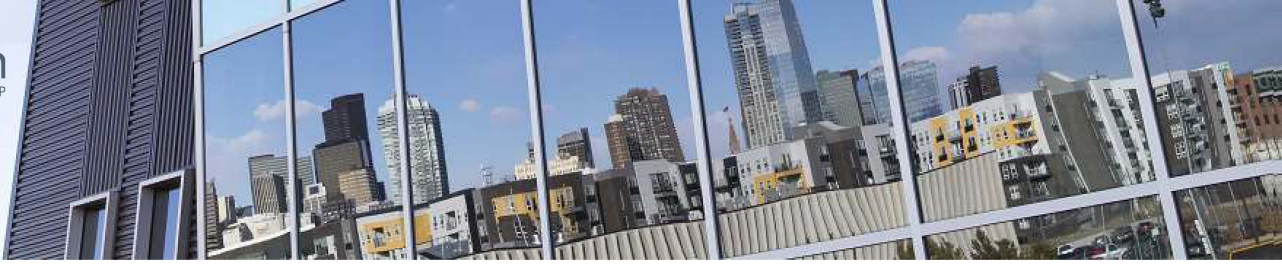
Provide Backups services as detailed in quote including:

- Dropsuite GovCloud Backup

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	05/03/2024
Engineering Approval Date	Engineer Approval
1/8/2024	Kevin Thompson



APPENDIX B - SOW

CHANGE MANAGEMENT REQUEST AND AUTHORIZATION

In reference to the section titled "Change Management Procedures" of the above referenced Statement of Work between Verticomm, a division of ACP ("Verticomm") and The Town of Keystone ("CLIENT"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request and Authorization will amend and be fully incorporated into the existing Statement of Work (SOW).

1. Reason for Change Request:

2. Changes to SOW:

3. Impact to Schedule:

4. Cost:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request and Authorization to be fully executed.

The Town of Keystone

Verticomm

By: _____

By: _____

Name: _____

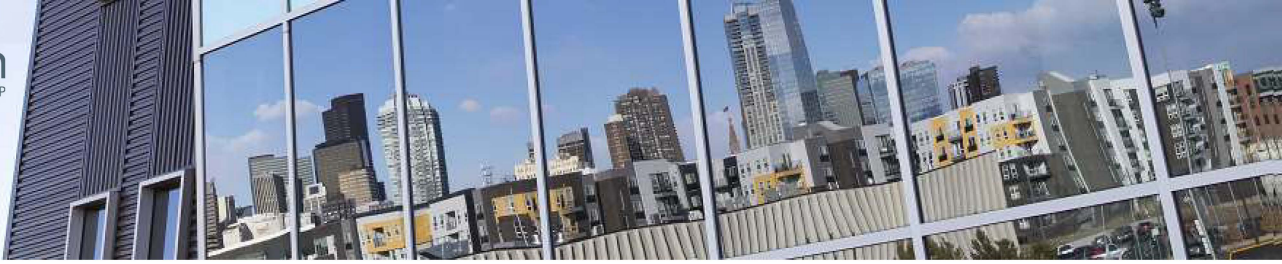
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX C - SOW

DELIVERY AND ACCEPTANCE

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of all products (if applicable) and completion of the Scope of Work included in this agreement.

List of Delivered Equipment

Quantity	Description	Serial Number

(Authorized Signature) (Title)

(Print Name of Signer)

(Date)

