



REPORT TO CITY COUNCIL

DATE: AUGUST 14, 2019
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER 
BY: CHRISTY PINUELAS, DIRECTOR OF FINANCE 
SUBJECT: APPROVAL OF SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH LANSPEED FOR INFORMATION TECHNOLOGY SERVICES

The purpose of this item is to seek City Council approval for the City to amend an agreement for consultant services with Lanspeed, to provide information technology services to the City. Staff is requesting the approval of an amendment to the existing agreement for additional costs.

Under the existing contract, Lanspeed has been providing information technology services to the City for the past four years. The current contract expires on July 1, 2020, and is capped at \$500,000 in services. However, during the past four years the City has expanded its use of technology and had several upgrades to servers and computers. Therefore, staff is requesting an increase in the contract of \$135,000 to complete the remainder of the term. The proposed fees are as shown in Exhibit B, and are requested to be adjusted beginning in July, 2019, by the CPI for Urban Wage Earners & Clerical Workers, with a cap of 3% per year for the Connect Services Full and Onsite. This results in an increase of \$207 per month, or \$2,484 per year.

The City's service has been reliable, and Lanspeed staff has provided considerable expertise in upgrading and maintaining our system and security. Staff has been pleased with the work performed by Lanspeed in the past and is confident that the firm will continue to provide high quality services.

This proposed amendment to the agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the second amendment to the agreement with Lanspeed.

Attachment: Amendment to Agreement

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	Lanspeed
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Chris Chirgwin
CONSULTANT'S ADDRESS:	597 Avenue of the Flags, Suite 103 Buellton, CA, 93427
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Christy Pinuelas
COMMENCEMENT DATE:	July 1, 2015
TERMINATION DATE:	July 1, 2020
CONSIDERATION:	Amendment Amount: \$135,000 Total Contract Price \$635,000 Not to Exceed: \$ 150,000 /yr

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND LANSPEED**

THIS SECOND AMENDMENT is made and entered into as of July 1, 2019, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Lanspeed (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2015, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of Two Hundred Thousand and Zero Cents (\$200,000.00).

b. On July 1, 2017, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Consultant Services," to extend the term of the agreement to July 1, 2020 increase the payment in the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00).

c. The parties now desire to increase the payment in the amount of One Hundred Thirty-Five Thousand and Zero Cents (\$135,000.00), and to amend the Agreement as set forth in this Amendment.

2. Section Four of the Agreement entitled "PAYMENT" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Second Amendment amount shall not exceed One Hundred Thirty-five Thousand and Zero Cents (\$135,000.00), for additional work for a total Agreement amount of Six Hundred Thirty-five Thousand and Zero Cents (\$635,000).

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS


CONSULTANT

Linda L. Northrup,
Mayor


**Lanspeed
Chris Chirgwin
597 Avenue of the Flags, Suite 103
Buelton, CA 93427**

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City
Council _____

By: 
Print Name: Michael LaFare

Title: Director of Operations

By: 

Print Name: Courtney Basset

Title: Accounting Manager

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.



Managed Services Proposal

City of Agoura Hills
June 18, 2019

lanspeed

lanspeed

Who We Are

We are passionate about what we do and why we do it! Infused throughout every aspect of our company is our love for serving people. Sure, we think technology is exciting but technology by itself is not what we are about. When we can leverage technology to make a meaningful difference for our clients and see their organization grow and succeed, then we are achieving our why!

We have two offices in Santa Barbara County and a team of certified and highly experienced IT professionals located throughout the United States. For over 35 years, we have been providing IT services to hundreds of businesses and organizations.

l. Copyright © 2019 Lanspeed LLC. Confidential & Proprietary

“It was an issue of focus. We were spending a tremendous amount of time managing and monitoring our IT environment. Now we can focus on new developments and not waste time on day-to-day tasks.”

Peter Blair
Chief Technology Officer
Rincon Technology



98.8%
Customer Satisfaction



**Central Coast
Best Places To
Work For**

Pacific Coast Business Times



People Above All.

Our Purpose

Leveraging Technology to Make a Meaningful and Positive Difference in the Lives We Touch and the Organizations We Serve.

Our Vision

Lanspeed is committed to expanding our geographic reach and exceeding our client's expectations by providing world-class managed services.

Our Mission

To Live our Core Values Daily and Provide an Unrivalled Experience for Our Team Members, Our Clients and our Partners.

Lanspeed Core Values

Our core values are non-negotiable at Lanspeed. From recruiting, to serving our clients, to how we treat our team members, these values drive our day-to-day behavior and define our culture.

BE HUMBLE

HAVE INTEGRITY

BUILD RELATIONSHIPS

PURSUE EXCELLENCE

ENJOY YOUR WORK

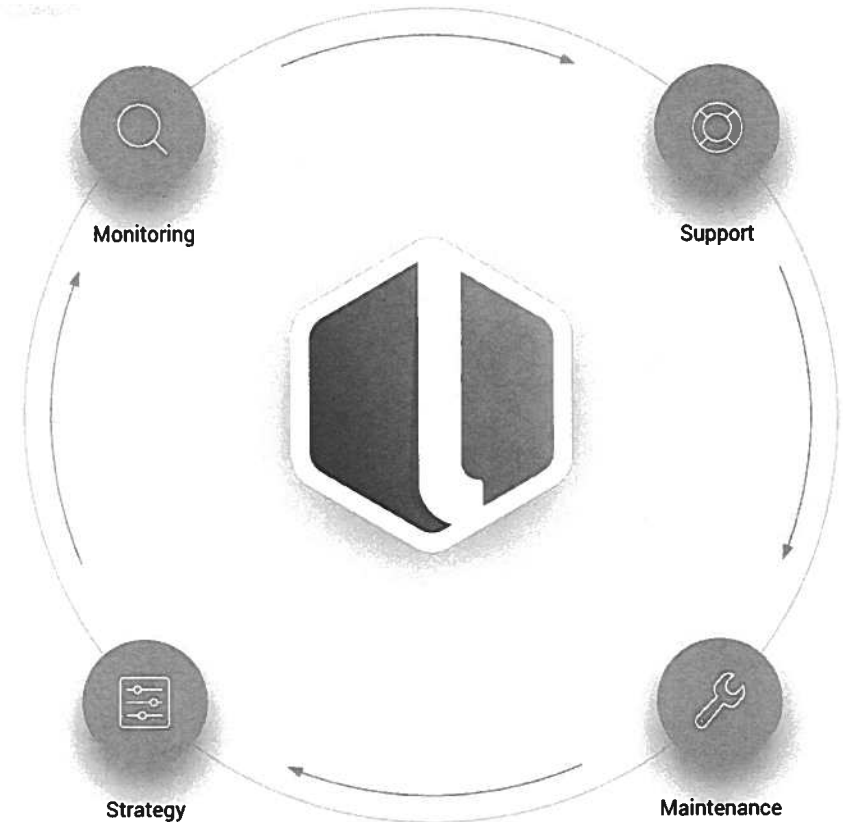


Why Choose Connect?

1. **More efficient and reliable IT operations.**
2. **Higher level of security and compliance.**
3. **A proactive approach to maintenance.**
4. **Cost-effective and improved ROI.**
5. **Free up internal IT staff to focus on strategic projects.**

As we have developed our managed services offering, one thing that remains constant is that most of the businesses that come to us needing help have not found a partner to help them effectively manage and plan for all the changes that inevitably happen in a business. Our four service delivery areas (Centralized Services, Service Desk Support, Network Administration, and Technology Consulting) **connect** critical areas of technology a business needs to plan for their future and avoid potential IT disasters.

We want to **connect** your team with our team of professionals that truly care about the success of your company.



Connect Service pricing is based on the size of your organization and the services that Lanspeed will include. This quote is good until **July 31, 2019**. For option years – rates to be adjusted by annual Consumer Price Index for Urban Wage Earners & Clerical Workers for Los Angeles-Orange County (beginning on July 1, 2018) with a cap of 3% per year.

Connect Service Pricing

Full Onsite Support
for firewalls, switches, computers and
Datto

\$7,105.46
per month
includes 3% increase

NA
one-time setup fee

Monthly
month-to-month thereafter

Additional Connect Central Billing

Additional monthly licensing:
Datto Cloud services & support, Sophos
Mobile Advanced

\$1,500
per month for Datto Cloud services

\$64
per month for Sophos Mobile Advanced

\$0
per month for Sophos Intercept X
Note: now included in Connect Services

Proposed Quantities Under Connect Managed Services	
Total Servers	20
Support for firewalls & switches	2 firewalls; 12 routers/switches
Total Desktops/Laptops	62
Business Continuity Services	Datto S3P10000 with 1-year retention (Commitment until September of 2019)
After Hours Service	After-hours business critical support included. Non-business critical after hours support will be billed at an hourly rate.
Service Rates for Professional Services	
Standard	\$250/hour
After Hours	1.5x standard
Holiday Hours	2x standard

EXHIBIT B



CONNECT Terms and Conditions

2445 Alamo Pintado Ave, Suite 202
P.O. Box 926
Los Olivos, CA 93441

Toll Free: 877-682-9981
Phone: 805-682-9981

www.lanspeed.com
sales@lanspeed.com

Service Terms & Conditions

Lanspeed's specific Service Terms & Conditions for Managed Services are defined below. Updated terms can always be found by using the link and password below.

Link: <http://www.lanspeed.com/service-terms-conditions>
Password: managedservices

Managed Services Terms

Service Terms & Conditions

2.1 Normal Hours of Operation

For the purpose of the Service Description, MSP normal hours of operation shall be Monday through Friday 8:00am to 5:00pm PST, excluding legal holidays. See holiday schedule in Section 2.3.

Services include a designated service phone number and email address. Remote Service Desk support for Client authorized users using the designated service phone number is available Monday through Friday 7:00am to 5:00pm PST.

2.2 Service Outside of Normal Business Hours

For the purpose of the Service Description, MSP non-business hours shall be defined as Monday through Friday 5:00pm to 8:00am PST, all day Saturday, all day Sunday, and legal holidays as defined in Section 2.3 of Service Description. Services include Remote Service Desk support Monday through Friday between 7:00am to 8:00am PST. MSP CONNECT plus Onsite package includes after-hours emergency Severity Level 1 or 2 support as defined in Section 3.2 of Service Description. Services provided by MSP during MSP non-business hours shall be subject to the Service Rates and Fees defined in Section 3.2 of Service Description.

2.3 Holiday Schedule

MSP will be closed to observe the following holidays. The list of holidays observed by MSP is subject to change without prior notice. In the event that the holiday list changes, MSP will provide to Client an updated list that will be considered an amendment to Service Description.

New Year's Day
President's Day
Good Friday - Half Day
Memorial Day
Independence Day
Fiesta - Half Day (Local Santa Barbara Festival)
Labor Day
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve - Half Day

2.4 Support & Escalation

Services include a dedicated email address and phone number for service requests. MSP will provide contact information to Client once Services commence. Service requests must be submitted by Client authorized users to MSP using the assigned Service Desk email address or, if email is unavailable, assigned Service Desk phone number. Service requests will be assigned a Service Ticket number for tracking purposes.

MSP will make commercially reasonable efforts to respond to Client service requests covered under Agreement according to the provisions of Section 4 of Service Description.

2.5 Hardware & Software Support

MSP shall provide support Services for Client authorized users and or devices / equipment as defined in MSP "Client Authorized End-Users and Devices / Equipment", provided that the following conditions are met and maintained by Client:

All server and firewall devices must be covered under a current active Manufacturer's Warranty agreement that will provide for the support, repair or replacement of equipment in the event of a failure. If replacement parts are not provided by current active Manufacturer's Warranty agreement, replacement parts must be made readily available at Client location provided by Client.

All Software must be genuine, currently licensed and vendor-supported.

Any custom or 3rd party applications must be covered by a valid and active support contract from the Software Vendor.

Should any hardware, software, or systems otherwise covered under Agreement fail to meet these provisions, they will be excluded from Agreement. Any and all 3rd party Vendor support charges that are required to resolve any issues will be invoiced by MSP to Client. If such 3rd party support charges are required, MSP will obtain authorization from Client prior to incurring the charges.

2.6 Monitoring Services

MSP shall provide ongoing monitoring of all devices/equipment defined in MSP "Client Authorized End-Users and Devices / Equipment". Should a problem or important notification be discovered during Monitoring, MSP shall make every reasonable attempt to notify Client according to the MSP "Client Escalation Preferences". Services include attempts by MSP to remediate the issue through remote access means in accordance with Section 4 and the terms and conditions of Agreement.

2.7 Minimum Standards Required

In order for Client's existing environment to qualify for Agreement, the following requirements must be met:

All Microsoft Windows Servers must be running Windows Server 2008 or later, and must have all of the latest Microsoft service packs and critical updates installed.

All Microsoft Windows Desktop / Laptop computers must be running Windows 7 Professional or later and must have all of the latest Microsoft service packs and critical updates installed.

All Microsoft Windows Servers / Desktops / Laptops must have Microsoft .NET Framework 2.0 at the minimum.

All Server and Desktop / Laptop software must be genuine, licensed and vendor supported.

Client environment must have a licensed and fully operational file and or server based backup solution that is covered under a current active support contract.

All devices / equipment / software covered by Agreement must meet the requirements of Section 2.7

Client environment must be protected by MSP supported firewall that is currently licensed and under a current active vendor supported warranty agreement.

Any and all wireless devices covered under Agreement must be securely encrypted with a minimum of WPA data encryption. Wireless traffic must be segmented for public and private use.

Client must have and maintain a stable and reliable internet connection to all devices / equipment covered by Agreement. Any on-site visit that is required as a result of a lack of internet access to Client devices / equipment will be invoiced by MSP to Client according to Section 3.2 of Service Description.

The costs required to bring Client's environment up to these Minimum Standards are not included in Agreement.

2.8 Services Excluded From Agreement

In addition to other limitations and conditions set forth in Agreement, the following services and support are NOT included or covered under Agreement, are considered to be Professional Services and will be invoiced separately if requested or required by Client:

Costs of consumables, equipment, hardware, replacement parts, software, network upgrades or support charges required from 3rd party vendors.

Costs of software licensing, renewal / support fees, support contracts, warranty contracts, incident fees or upgrade fees of any kind unless otherwise specified in Service Description.

Costs to maintain application software packages, whether acquired from MSP or any other source unless otherwise specified in Service Description.

Costs to bring Client's existing environment up to the minimum standard required for set forth in Section 2.7 of Service Description.

Shipping fees of any kind.

Costs of SSL Certificates and Domain Name registrations or renewals.

Training services of any kind.

Service or repair made necessary by the alteration or modification of equipment other than that authorized by MSP, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than MSP.

Restoration of lost data caused by systems/hardware failure or Client deletion.

Programming or web development of any kind.

Moving of any devices or equipment covered under Agreement from one physical address location to a different physical address location.

Failure due to any acts of God including but not limited to inclement weather, fire, earthquakes, power failures, or any other adverse environmental conditions or factors.

Any work determined by MSP to be Professional Services. Professional Services can be defined as an extended undertaking, especially one requiring 3 or more hours of work involving specific tasks, planning, personnel and or equipment.

2.9 On-Site Service Request Escalation

All service requests regardless of type or origination will be processed according to Section 4 and Section 5 of Service Description. Remote Service Desk remediation will be the first method used in attempting to resolve any and all service requests according to the terms and conditions of Agreement. If remote remediation fails, or is unavailable for any reason, MSP will contact Client and schedule on-site Service Desk remediation. All on-site Service Desk requests will be invoiced to Client according to Section 3.2 of Service Description.

CONNECT plus Onsite package includes on-site Service Desk support for incidents during MSP normal business hours and Severity Level 1 and 2 issues as defined in Section 4 during MSP non-business

hours. If on-site Service Desk support is requested by Client under the MSP CONNECT plus Onsite package and no trouble or problem is found or remote Service Desk remediation could have been used to resolve the issue, Client will be invoiced by MSP for said on-site service visit according to Section 3.2 of Service Description.

Client understands that on-site Service Desk requests may include or be handled entirely by 3rd party vendors under MSP Vendor Management service offering. Refer to Section 2.5 for Hardware and Software Support requirements and MSP "Authorized Vendors for Vendor Management".

2.10 Unapproved Maintenance & Modifications

Client agrees to inform MSP of any modification, installation, or service performed on any device, equipment or item covered under Agreement by any individuals not employed by MSP in order for MSP to provide efficient and effective support. Any maintenance and or modifications made by Client or other individuals not employed by MSP to any device, equipment or item covered under Agreement that results in work and or repairs necessary by MSP shall not be covered under the terms and conditions of Agreement, and will be subject to MSP Service Rates as defined in Section 3.2 of Service Description.

2.11 Maintenance Window

Client agrees that a maintenance window must be established by MSP and honored by Client in order to allow for proper system maintenance, patching and reboots. Maintenance Windows are time frames in which MSP can schedule patch installation, reboots and other routine maintenance. The Maintenance Windows listed herein Section 2.11 will be followed by MSP unless otherwise amended or scheduled between MSP and Client.

Default Maintenance Windows		
Task	Time	Day
Workstation Patching/Reboots	12:30 AM – 3:30 AM Local Time	Wednesday
VM Host Server Patching/Reboots	12:30 AM – 3:30 AM Local Time	Sunday on 4 th week of the month
SBS Server Patching/Reboots	12:30 AM – 3:30 AM Local Time	Friday on 2 nd and 4 th weeks of the month
Domain Controller Patching/Reboots	12:30 AM – 3:30 AM Local Time	Saturday on 2 nd and 4 th weeks of the month
Microsoft Exchange Patching/Reboots	12:30 AM – 3:30 AM Local Time	Monday
Microsoft SQL Patching/Reboots	12:30 AM – 3:30 AM Local Time	Monday
Other Server Roles Patching/Reboots	12:30 AM – 3:30 AM Local Time	Monday
Routine Maintenance	12:30 AM – 3:30 AM Local Time	Everyday

2.12 Support of Mobile and Remote Devices

MSP will provide support for mobile and remote devices under Agreement for the sole purpose of accessing Client network resources and synchronizing email from an MSP approved email platform covered under the terms and conditions of Agreement. In order for MSP to provide support for mobile and remote devices, certain standards must be met. The standards are as follows:

Client's Microsoft Exchange server must be protected by a valid and current industry standard SSL certificate with a minimum of 256-bit encryption. Client is responsible for the fees required to purchase and maintain this certificate.

Mobile or remote devices must be Microsoft Exchange or Microsoft Exchange Online compatible. Mobile or remote devices must be configured to use Microsoft Exchange ActiveSync, Microsoft Outlook Anywhere or IMAP for email synchronization. POP3 or other email account types are not supported. For mobile and remote device users: Client must have an existing on premise or hosted Microsoft Exchange mail service that is configured properly for use with Microsoft Exchange ActiveSync or Microsoft Outlook Anywhere.

Mobile or remote devices must be configured to use MSP approved secure access to connect remotely to Client network resources. Client must have an existing MSP approved firewall and or VPN appliance configured properly for secure remote access to Client network resources. Associated costs, including configuration and setup, of these minimum standard components, is not covered under the terms and conditions of Agreement.

Each mobile or remote device supported by MSP must belong to a Client authorized user covered under Agreement.

Description of Services & Summary of Fees

MSP CONNECT Services can be broken down into the following four categories:

- Service Desk Support
- Centralized Services
- Network Administration
- Technology Consulting

3.2 Service Rates for Excluded Services

Standard Hourly Rates are \$250/hour.

Type Of Service Billed at Increased Rates

After Hours	1.5x
Holiday	2x

3.3 Definition of CONNECT Service Terms

On-Site Service Desk Support

(Included with MSP CONNECT plus Onsite package only)

In the event that an issue cannot be resolved by means of remote remediation with Remote Service Desk Support, MSP will dispatch an on-site Service Desk engineer for on-site support remediation or coordinate a Vendor visit under MSP Vendor Management. In order for an issue to qualify for on-site support remediation under On-Site Service Desk Support, the issue must (a) be directly associated to a device covered under Agreement, (b) all remote remediation attempts to correct the issue must first be exhausted, and (c) the billable work to correct the issue with an on-site support visit must be covered under the terms and conditions of Agreement.

Emergency After Hours Support

(Included with MSP CONNECT plus Onsite package only)

Support incidents classified as Severity Level 1 or 2 that require MSP remote or on-site Service Desk support will be covered under Agreement. Severity levels and response times are defined in Section 4 of Service Description. In the event that an issue cannot be resolved by means of remote remediation

with Remote Service Desk Support, MSP will dispatch an MSP on-site Service Desk engineer for on-site support remediation or coordinate a Vendor visit under MSP Vendor Management. In order for an issue to qualify for on-site support remediation under On-Site Service Desk Support, the issue must (a) be directly associated to a device covered under Agreement, (b) all remote remediation attempts to correct the issue must first be exhausted, and (c) the work to correct the issue with an on-site support visit must be covered under the terms and conditions of Agreement.

Remote Service Desk Support

Remote Service Desk Support means that MSP will provide Client remote Services, according to the terms and conditions of Agreement, over the telephone and or Internet. Remote Service Desk support with MSP remote Service Desk engineer for Client authorized end-users is available Monday thru Friday 7:00am to 5:00pm PST (excluding holidays) for Servers / Workstations / Laptops that are covered under Agreement. This service provides for remote Service Desk remediation only, and does not include hardware repairs of any kind. If remote remediation is unsuccessful or unavailable, an on-site Service Desk support visit will be required and will be chargeable according to the terms and conditions of Agreement.

Priority Response Times

Priority Response Times means that Client is entitled to priority response times for MSP Service Desk Services. MSP will make commercially reasonable efforts to respond to Client in accordance with Section 4 of Service Description.

Backup Monitoring

Backup Monitoring is provided to Client using MSP Centralized Services. Backups are monitored for status, such as successful completion, failure, errors and destination free space restrictions. MSP provides Backup Monitoring Services to help ensure adequate access to Client data in the event of loss of data or disruption of services. MSP does not and cannot make any guarantees regarding the prevention of loss of data. Restoration Services of lost data caused by systems/hardware failure or Client deletion are not covered under Agreement. MSP only provides Backup Monitoring Services for specific backup applications. As of the Effective Date, the two MSP approved backup applications are StorageCraft ShadowProtect and Datto. Client backup applications will need to be reviewed and approved by MSP for Backup Monitoring to be covered under Agreement.

Patch Management

With Patch Management, Microsoft security updates will be reviewed for potential issues by MSP Centralized Services. Whitelisted patches are centrally deployed and installed automatically on Server / Workstation / Laptop systems that are covered under Agreement according to Section 2.11. In the event that systems will not accept or detect deployed patches, or patches require manual deployment, additional support may be required to allow for successful patch installation on affected systems. Services include initial patch deployment remote Service Desk remediation attempts. Professional Services work may be required to repair affected system(s) to allow successful patch deployment and is not included under Agreement.

Email Protection

Email Protection means that MSP will provide Email Protection services to Client Authorized End Users. As of the Effective Date, MSP Email Protection solution is McAfee SaaS Email Protection and Continuity services, formerly known as MX Logic Email Protection services. Licensing for Email Protection will be maintained by MSP for Client as long as the terms and conditions of Agreement are met. In the event that Agreement is terminated by either party, Client understands that Endpoint Protection licensing will either be canceled or billed as a separate service. MSP understands that Client may or may not require Email Protection services. Client may choose to "opt out" of Email Protection services by completing MSP "Managed Services Waivers".

Endpoint Protection

MSP will deploy Endpoint Protection to Servers / Workstations / Laptops covered under Agreement that have MSP Remote Monitoring and Management Agent installed. Licensing for Endpoint Protection will be maintained by MSP for Client as long as the terms and conditions of Agreement are met. As of the Effective Date, MSP Endpoint Protection vendor solution is Sophos Endpoint Security. Endpoint Protection only applies to the MSP selected vendor product. In the event that Agreement is terminated by either party, Client understands that Endpoint Protection licensing is no longer valid and must be removed. Endpoint Protection is monitored and updated by MSP. MSP will review Endpoint Protection status and escalate issues to either MSP Service Desk or Client based on the terms and conditions of Agreement. Services include initial Endpoint Protection remote remediation attempts. Professional Services work may be required to repair affected systems to allow successful system operation and is not included under Agreement.

Firewall Management

Firewall Management means that Client firewall is monitored, updated and supported by MSP. As of the Effective Date, MSP approved firewall appliance vendor is Sophos. Firewall Management only applies to the MSP approved vendor product. Unless otherwise noted in Agreement, Client understands that Licensing & Support agreements with Firewall Appliance vendor will be maintained by Client as long as Agreement is in effect. MSP will review Managed Firewall Appliance status and escalate issues to either MSP Service Desk or Client according to the terms and conditions of Agreement. Services include initial Managed Firewall Appliance remote remediation attempts. Professional Services work may be required to repair affected systems to allow successful system operation and is not included under Agreement.

Monitoring, Alerting, & Escalation

MSP Remote Monitoring and Management Agent will be installed on each Server / Workstation / Laptop covered under Agreement. The remote agent will monitor the Server / Workstation / Laptop / Device and provide alerting to MSP in the event a problem is detected. Performance and system health are actively monitored for possible issues. If a problem is detected, a service ticket is created by MSP Centralized Services. MSP will review the reported information and escalate the issue to the MSP Service Desk and or Client according to the terms and conditions of Agreement.

Change Control

MSP Remote Monitoring and Management Agent provides change control information for each Server / Workstation / Laptop covered under Agreement. This information is monitored by MSP Centralized Services for events that could impact the security or performance of Client systems. MSP will review the reported information and escalate issues to Client according to the terms and conditions of Agreement.

Network Health Reviews

Network Health Reviews means that Client systems covered under Agreement will be reviewed by MSP on a recurring basis. The Network Health Review will be completed by an MSP engineer and emailed to Client. The Network Health Report will include an overview of the general status / health in regards to MSP "best practices" of Client systems that are covered under this Agreement. The Network Health Review helps MSP ensure that services are being delivered according to terms and conditions of Agreement and that Client systems are in good health.

Vulnerability Reporting

Vulnerability Reporting means that an external vulnerability scan will be performed on a recurring basis by MSP on Client internet connected devices covered under Agreement. The purpose of this scan is to check for possible security concerns; therefore, helping to ensure the health and security of

Client's network. The Vulnerability Health Report will be emailed to Client upon completion of this scan.

Documentation

Lanspeed Network Administration Services include Documentation of Client systems covered under Agreement. The Network Health Reviews include time for MSP to update Documentation records as needed. Documentation aides MSP in the delivery of Service Desk Remote and Onsite support Services.

Vendor Management

Vendor Management means that MSP will act as the initial single point of contact for Client issues related to hardware, software and or any 3rd party vendor applications for devices and or equipment covered under Agreement. Refer to "Authorized Vendors for Vendor Management" for a complete list of Vendors that are authorized by MSP as "Managed Vendors" under the terms and conditions of Agreement. MSP will act as the liaison to schedule the repair, replacement, or correction of the client reported issue provided that the affected system, device, hardware, software application or 3rd party vendor application covered under Agreement and meets all of the requirements as defined in Section 2.5 of Service Description. Vendors that are not listed in "Authorized Vendors for Vendor Management" will not be included under Agreement Vendor Management.

Strategic Business Reviews

An assigned MSP Technology Consultant and MSP engineer will review the Network Health Review on a recurring basis to determine the need for scheduling a Strategic Business Review. The Strategic Business Review is a meeting between MSP and Client to (a) discuss and review Client network health and performance, (b) to review Client business plans and goals, and (c) to develop a technology plan to address Client goals and industry trends.

Priority Service Desk Response Times

4.1 Priority Service Desk Response Times

MSP will make commercially reasonable efforts to perform work related to Client problems, issues, service requests, and any other worked performed under Agreement by MSP in accordance with these parameters as outlined herein Section 6 – Priority Service Desk Response Times.

4.2 Severity Levels Defined

Severity Level

Definition

- 1 System wide outage. Client is unable to conduct business, or services for all users have failed. Examples may be a server down, network down, or primary application down.
- 2 Down department. A department or shared device is down and affecting more than 20% of Client's users.
- 3 Down user or issue that is affecting less than 20% of Client's users. Client can continue to conduct business.
- 4 Request from any single user for new service or clarification such as new user logins, new workstation setups, etc.
- 5 Long term projects, planned preventative maintenance, or issues that are not time sensitive.

4.3 Response Times

Severity Level Response Times

Normal Business Hours Non-Business Hours

1	2 Hour	3 Hours
2	4 Hours	6 Hours
3	24 Hours	Scheduled
4	48 Hours	Scheduled
5	Scheduled	Scheduled