

# We Connect You

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## City of Coppell

Co-Managed IT Assist

Quote #:126957

Version 1



## Service Order- IT Assist Co-Managed Agreement

### CWPS IT Assist Service Order. Co-Managed Program

Customer: City of Coppell

Address: 255 Parkway Boulevard Post Office Box 9478 Coppell, Tx 75019

#### ARTICLE 1. SCOPE OF WORK

1. **CO-MANAGED SERVICE DESK MODEL.** The CWPS Co-Managed Service Desk model is designed to support businesses that have an IT Department, but are looking for assistance with the daily care and maintenance of their IT networks. The CWPS Co-Managed Service Desk model will provide access to our Service Desk and enterprise level management tools and services. Tools include; a portal for ticket entry, proactive monitoring software, customized reports and asset management software. Services include; scheduled business reviews, life cycle replacement forecasting, strategic budget planning, consulting services and vendor management services.
2. **FIRST RESPONSE SERVICE MODEL.** CWPS First Response Service provides comprehensive, multi-tiered Service Desk support for any IT issues involving your physical or virtual server environment, workstations, desktops, laptops, tablets and network devices. With this service, all proactive alerts generated by our monitoring software will be sent directly to the CWPS Service Desk for management and remediation. The CLIENT's End User may open tickets directly with the CWPS Service Desk through the CWPS-provided portal. Please refer to the attached quote for equipment supported under this service model.
3. **ESCALATION SERVICE MODEL.** CWPS Escalation Service provides Tier 2 and Tier 3 escalation support for service issues that cannot be resolved by the CLIENT. With this service, all proactive alerts generated by the management software supporting your physical or virtual server environment, workstations, desktops, laptops, tablets and network devices will be sent directly to the CLIENT for management and remediation. The CLIENT's service desk will act as Tier 1 support for their end user population. End users will open tickets directly with the CLIENT's IT service desk through the CWPS provided portal. The CLIENT's IT Department may elect, at any time, to escalate a ticket to the CWPS Service Desk using the CWPS portal. CWPS may request on-site, close support from the CLIENT's IT Staff for assistance in ticket remediation. Please refer to the attached quote for equipment supported under this service model.
4. **COVERED CLIENT SERVERS AND DEVICES.** CWPS will monitor and support CLIENT physical or virtual servers, workstations, desktops, laptops, and tablets that have the CWPS agent installed. Desktops and servers that do not have the agent installed are not covered under this Order. Support for Client owned mobile devices, like BlackBerry, Android and iPhone, are included in this Order.
5. **SERVICE DESK.** The Service Desk is the CLIENT's first point of contact (FPOC) to handle incidents, problems and questions concerning their IT environment. The Service Desk is also an interface for other activities and questions regarding change requests, maintenance contracts, software licenses, service-level management, configuration management, access management, and IT services continuity management. The Service Desk is organized as a multi-tiered support group in order to provide the CLIENT with industry leading service in the most efficient possible manner. The objective is to respond and resolve problems within our committed service level arrangement. This is accomplished most efficiently through remote access via installed software agents or through a CWPS installed network monitoring appliance. Technical support work orders may be created directly by the CLIENT through the web, email or telephone. .
6. **REGULARLY SCHEDULED VISITS.** CWPS provides Regular Scheduled Visits (RSV) at the CLIENT's site(s). CWPS will deliver routine maintenance on an agreed upon schedule with the CLIENT. CLIENT and CWPS will agree on the scheduled day(s) and times of service delivery. A CWPS Account Service Engineer (ASE) is assigned to your business to perform scheduled routine maintenance during the Regular Scheduled Visit. This block of time is reserved for routine maintenance and support only. Regular Scheduled Visits are scheduled in 3 hour or 8 hour blocks of time. Please refer to attached quote for pricing information.
7. **ON-SITE SERVICE.** If it is determined by CWPS that remediation of a technical support work order cannot be achieved by the Service Desk or during the Regular Scheduled Visit, CWPS will dispatch an engineer to the CLIENT site for service. No on-site service will be provided without advance approval of CLIENT.
8. **FACTORY ESCALATIONS.** If it is determined by CWPS that remediation requires an escalation point requiring the assistance of a third party, CWPS will engage the hardware or software vendor and continue to track the incident as it is being addressed by the vendor. CWPS is committed to managing the incident through to final resolution. Any costs not covered under an existing warranty will be borne by CLIENT, provided that CWPS first advises CLIENT of any quotes for services or equipment necessary for resolution of the incident. Client notices are not required in situations presenting a risk of substantial harm or damage to Client's IT environment, to include all hardware or software, in the sole good faith discretion of CWPS.
9. **NOC SERVICES - PROACTIVE MONITORING SERVICE.** CWPS will monitor the CLIENT's network 24 hours per day, 365 days per year. To enable the Proactive Monitoring Service, CWPS will install a software agent on each desktop and server (machines) specified by the CLIENT. CWPS will also install a network monitoring appliance to provide proactive monitoring of certain network devices. CLIENT has no ownership claim or license rights to the software agent or appliance installed by CWPS. Provided the CLIENT's machines are turned on with active broadband access, the software agent reports critical system information back to the CWPS monitoring server, alerting CWPS support personnel when certain thresholds are met. CWPS agrees that the use of the software agent installed on the CLIENT's machines shall be done only in furtherance of CWPS' duties and obligations under this Order, pursuant to CLIENT's rules regarding confidential information, and in accordance with law.
10. **MICROSOFT OS PATCH MANAGEMENT.** The software agent will provide Microsoft Operating System patch management at no additional fee. Implementation services for any patches or Service Packs that require non-business hour reboots may be billed at prevailing rates.
11. **HARDWARE WARRANTY & RMA MANAGEMENT.** The CLIENT is responsible for maintaining active hardware warranty contracts on all hardware covered under this Order. CWPS will assist the CLIENT in managing their hardware warranty contracts to include documenting the asset information, registration of the products, and managing the contract extensions. CWPS will also assist in managing the RMA process should any hardware require factory replacement.
12. **HARDWARE AND SOFTWARE ASSET MANAGEMENT.** CWPS will maintain a catalog of all hardware and software assets, identify all End of Life assets, and manage software contract renewals. CWPS will also document and maintain Internet Domains, DNS Renewals and all external network services to include Internet, voice and WAN circuits during the term of this Order.
13. **VENDOR MANAGEMENT SERVICES.** At the request of the CLIENT, CWPS will assist in areas involving vendor selection, RFP management, contract negotiations and relationship management.
14. **STRATEGIC IT PLANNING & BUDGET MANAGEMENT.** CWPS will assist in developing a present, near term and long term IT Strategy and Budget Management plan that supports your business goals. CWPS maintains expertise in IT best practices that include network infrastructure, cloud



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infrastructure, data protection, voice services, disaster recovery and business continuity planning.

15. PERIODIC BUSINESS REVIEW. CWPS will schedule periodic business reviews, up to 4 times a year, with the CLIENT to provide an updated IT Fitness Report, detailing the current state of their investment, SLA performance and strategic plan.

### ARTICLE 2. PERFORMANCE

1. HOURS OF OPERATION. CWPS maintenance and support are available twenty-four hours per day seven days per week. Hours are divided into three categories; business hours, non-business hours and holiday hours.
2. REGULAR BUSINESS HOURS. CWPS' normal business hours are 8:30 AM to 5:00 PM Monday through Friday Eastern Standard Time, with the exception of CWPS recognized holidays. If a problem occurs during Business Hours, the CLIENT will report the problem by calling the Service Desk telephone number (703-263-9539 Opt. 1), sending an email to [servicerequest@cwps.com](mailto:servicerequest@cwps.com), or accessing the CLIENT Portal at <http://servicerequest.cwps.com> (requires user name and password).
3. NON-BUSINESS HOURS (NON-EMERGENCY) Requests for service during non-business hours should be directed to the CWPS Service Desk email account ([servicerequest@cwps.com](mailto:servicerequest@cwps.com)) or the CLIENT Portal (<http://servicerequest.cwps.com>) and will be responded to the next business day.
4. NON-BUSINESS HOURS (EMERGENCY). Requests for Emergency Service during non-business hours should be directed to the CWPS Service Line only (703-263-9539 Opt. 6). The CWPS On-Call Engineer will be paged and your service request forwarded automatically. The On-Call Engineer will respond within 1 hour with a call back. Emergency Service requests must be phoned in to receive immediate response. Email and CLIENT Portal requests are reserved for non-emergency related requests.
5. HOLIDAY HOURS. Requests for service during holiday hours should be directed to the CWPS Service Line (703-263-9539 Opt. 6). The CWPS On-Call Engineer will be paged and your service request forwarded automatically. The following holidays are recognized by CWPS at the time of this order. New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. CWPS will give the CLIENT thirty days advance written notice of any changes to the Holiday Schedule.

### ARTICLE 3. SERVICE LEVELS

1. LEVEL 1 - REMOTE SUPPORT. CWPS will provide remote technical assistance for any service issue submitted by the CLIENT. The CLIENT may submit the issue via telephone, email or portal access to the CWPS Service Desk.
  1. Critical - 1 hour response
  2. High - 4 hour response
  3. Medium - 8 hours response
  4. Change Order - 72 hour response
2. LEVEL 2 - ON-SITE SUPPORT. On-site Support: CWPS may dispatch an engineer to the CLIENT's site(s) to replace or repair defective hardware after it is determined the issue(s) cannot be resolved with Level 1 Remote Support.
  1. Critical - 4 hour response
  2. High - 8 hour response
  3. Medium - 8 hours response
  4. Change Order - Scheduled by Project Team
3. SERVICE LEVEL DESCRIPTIONS.
  1. Critical – A significant portion of the system is down causing a critical impact to the CLIENT's business operation.
  2. High – Operational performance of the system is impaired although most business operations remain functional.
  3. Medium – A minor failure of the system or a device that has a negligible impact to the business operation.
  4. Change Request – Request for Change to the existing configuration.

### ARTICLE 4. COVERED EQUIPMENT HARDWARE REPLACEMENT

1. COVERED EQUIPMENT. Only equipment and associated software listed in the attached quote are covered under the terms of this service order. CLIENT is responsible for eliminating Issues and system problems attributable to equipment or configuration supplied by vendors other than CWPS. If an Issue or problem is deemed by CWPS to be beyond the service provided under this Order, CWPS may continue to provide assistance to CLIENT on a time and materials basis at CWPS' prevailing rates.
2. MANUFACTURER'S SUPPORT CONTRACT. CLIENT must maintain a valid manufacturer's support contract on all hardware covered under this Order to guarantee parts replacement within the terms of the Service Level Agreement.
3. NEXT BUSINESS DAY (8x5 NBD). Hardware will be replaced between 8:30 a.m. and 5:00 p.m. on the Next Business Day.
4. PREMIUM (24x7x4) Hardware will be replaced within 4 hours, 7 days per week, 365 days a year (24x7x4).
5. CWPS will manage all hardware replacement claims for CLIENT. If CWPS determines that Onsite Support is required to replace the failed equipment, CWPS with approval from the CLIENT, will replace and/or restore to working order all replaced equipment. All Onsite Support dispatches are billable at rates specified in Section 8.4.

### ARTICLE 5. SOFTWARE SUPPORT

1. TECHNICAL SUPPORT. CWPS Technical Support is available for all CLIENTS. Escalation support to the manufacturer under this Order is only available if the CLIENT maintains a valid manufacturer's software support contract.



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2. **REQUIRED SOFTWARE UPDATES.** If it is determined by CWPS and the manufacturer that a software update or patch is required to restore a feature or function back to normal operating conditions, CWPS will deploy the recommended update for the CLIENT during the agreed upon CLIENT maintenance window. Any work that can be performed during regular business hours will not be charged to the CLIENT. If after hours work is required, CWPS will only charge the hourly after-hours differential (50% of the Regular Business Hours rate) for support. Required Software Updates could include Cisco IOS updates for routers, switches and firewalls and any Covered Equipment provided manufacturer's support contracts are in place .
3. **RECOMMENDED SOFTWARE UPDATES.** Many software updates may be recommended but not required to maintain the current functionality of the system. If a software update is available for a component or application, CWPS will provide the CLIENT with a notification and information regarding the update during the scheduled business review. An analysis can be performed to determine the benefits of the updates and the impact on the environment. If it is mutually determined that the updates should be deployed, CWPS will work with the CLIENT to schedule a project during the CLIENT's desired maintenance window to deploy the updates. The project engagement and related professional services are not covered by this Order. This process also applies to recommended updates identified through engagements with consultants, third-party vendors or internally run vulnerability scans.
4. **SOFTWARE UPGRADES.** If Software Upgrades are covered under a valid software subscription, CLIENT will be entitled to the upgrade for the covered application. Upgrades are not included under the terms of this Order and may be purchased from CWPS separately through a valid software subscription, or individually as desired. An analysis can be performed to determine the benefits of the upgrade and the impact on the environment. If it is mutually determined that the upgrade should be deployed, CWPS will work with the CLIENT to schedule a project during the CLIENT's desired maintenance window to deploy the upgrade. The project engagement and related professional services are not covered by this Order.

### ARTICLE 6. 3RD PARTY APPLICATION SUPPORT (EXCLUDING VOICE SYSTEMS)

1. **Unlimited Service Desk & Email Support.** As a preferred customer, CWPS will act as a liaison to the 3rd party vendor or manufacturer to facilitate support..
2. **On-Site Support.** On-site assistance is not included under the standard Order, but may be purchased on a time and materials basis.
3. **Factory Escalation.** CWPS can manage the Level 3 escalation support with the manufacturer as required.
4. **Hardware Provided by CWPS.** CWPS will offer support for any hardware purchased from CWPS to run the application provided the appropriate hardware contracts are purchased from the manufacturer. Support includes service desk, diagnostics, parts replacement and restoration of services to normal operating conditions.
5. **Hardware Provided by the Customer.** CWPS will offer service desk and diagnostic services for any equipment provided by the customer to support the application. If the hardware is determined to be the problem, the customer can pursue remedies with the manufacturer directly, or purchase support on a time and materials basis from CWPS to manage the process.
6. **Patches and Upgrades.** Customer may obtain the software directly from the manufacturer. The customer may install the software themselves or seek assistance from the manufacturer. The customer may also purchase installation support from CWPS on a time and materials basis.

### ARTICLE 7. 3RD PARTY VOICE SYSTEM SUPPORT

1. **Unlimited Service Desk & Email Support.** As a preferred customer, CWPS may act of your behalf as a liaison to the 3rd party vendor responsible for managing the voice system
2. CWPS will contact the vendor, log the service request, obtain ticket information if available and notify the CLIENT. The ticket will be closed out in CWPS' system and the 3rd party vendor will be responsible for follow up directly to the CLIENT.
3. **On-Site Support.** On-site assistance is not included under the standard Order, but may be purchased on a time and materials basis.
4. **Factory Escalation.** CWPS will not manage any Level 3 escalations or factory escalations.

### ARTICLE 8. FEES FOR IT ASSIST SERVICE

1. **STANDARD MONTHLY MAINTENANCE FEE.** The Standard Monthly Maintenance Fee is billed monthly in advance per attached IT Assist quote. If actual Regular Scheduled Visit hours are less than scheduled due to holiday, weather or other unforeseen conditions, the hours missed will be rescheduled during the same period or the subsequent period.
  2. **DEVICE COUNT BAND AND ADDITIONAL DEVICE CHARGE / REDUCED DEVICE CHARGE (ADC/RDC).** This Device Count Band will represent the spread between the floor and the cap device count by which the monthly service fee is calculated. If the device count remains inside the band, the monthly fee will remain consistent with the pricing in the attached quote. If the device count falls outside the band, the price will be adjusted accordingly by the ADC/RDC unit price specified in the quote. The workstation and server count will be re-evaluated on a semiannual basis and CWPS will give the CLIENT thirty days advance written notice of any price change. All payments are due within 30 days of receipt of invoice.
  3. **ADDITIONAL SUPPORT AND PROJECT FEES.** Additional fees may apply for support of equipment or configurations not included in this Order.
  4. **SUPPORT RATES**
    1. **REMOTE SUPPORT** from the CWPS Service Desk.
      1. **REGULAR BUSINESS HOURS** is **No Charge**.
      2. **NON-BUSINESS HOURS RATE** is **No Charge**.
      3. **HOLIDAY HOURS RATE** is **No Charge**.
    2. **CONFIGURATION ASSISTANCE** from the CWPS Service Desk.
      1. **REGULAR BUSINESS HOURS** is **No Charge**
      2. **NON-BUSINESS HOURS RATE** is **\$262.50 per hour** with a 1 hour minimum.
      3. **HOLIDAY HOURS RATE** is **\$525.00 per hour** with a 2 hour minimum.
    3. **ON-SITE SUPPORT** for an approved service dispatch to the customer premises.
      1. **REGULAR BUSINESS HOURS** is **\$175.00 per hour** with 1 hour minimum.
      2. **NON-BUSINESS HOURS RATE** is **\$262.50 per hour** with a 2 hour minimum.
      3. **HOLIDAY HOURS RATE** is **\$525.00 per hour** with a 3 hour minimum.
    4. **DESKTOP/LAPTOP IMAGING** for CWPS bench labor
      1. **REGULAR RATE** is **\$150.00 per machine**
- \*CWPS and Client may negotiate volume rates outside of the terms of the IT Assist Service Order**



## Service Order- IT Assist Co-Managed Agreement

### ARTICLE 9. ON-BOARDING PROCESS AND PERIODIC BUSINESS REVIEW

1. **ON-BOARDING PROCESS.** CWPS, as part of the On-Boarding process, will assign a Project Engineer to perform a comprehensive IT Fitness Assessment to determine the current state of the CLIENT's IT environment. The Project Engineer will install the software agents on all the Microsoft servers and/or workstations and the network monitoring appliance required to support the account. The IT Fitness Assessment will capture information concerning the Microsoft and Active Directory environment, IT hardware and software assets, network architecture, device statistics, utilization and traffic flow statistics. Using the information compiled from the IT Fitness Assessment, CWPS will provide an itemized list of issues identifying existing or potential problems within the CLIENT's current IT environment. The deliverable produced is the IT Fitness Report and it will include the following:
  1. IT Fitness Scorecard – a one page Executive Summary of your IT environment
  2. IT Fitness Metric Review – a detailed review of IT metrics organized by IT subsystem
  3. IT Fitness Plan – a narrative analysis of the findings with recommended resolutions
  4. IT Fitness Proposal – a proposal to address identified problems starting with the most critical items
2. **IT FITNESS PROPOSAL.** CLIENT will address issues itemized in the IT Fitness Proposal, as defined in the initial IT Fitness Assessment, or any subsequent assessments performed during the term of this Order. Issues will be categorized as Critical, Important or Strategic.
  1. Critical issues will be remediated through mutually agreed upon terms with the CLIENT. Proactive Monitoring may have to be suspended on the particular device until issues are resolved. CWPS will provide a minimum 30 day notice of suspension.
  2. Important issues will have mutually agreed upon terms for remediation.
  3. Strategic recommendations may be provided for CLIENT consideration.
3. **MINIMUM STANDARDS.** In order for CLIENT's existing environment to qualify for CWPS IT Assist, the following requirements must be met. The minimum standards may be modified by CWPS during the term of this Order in the sole discretion of CWPS.
  1. All Servers and Workstations with Microsoft Windows Operating Systems must be running a Microsoft-Supported version of said Operating System as defined by the Microsoft Products Support Life Cycle Policy. <http://support.microsoft.com/gp/lifepolicy>
  2. All Server and Workstation Software must be Genuine, Licensed and Vendor-Supported.
  3. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
  4. CLIENT must have an active and operational data backup solution in place.
  5. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
  6. All Wireless data traffic in the environment must be securely encrypted.

### ARTICLE 10. CLIENT RESPONSIBILITIES

1. CLIENT shall designate one employee, which CLIENT may change from time to time, as its technical liaison to CWPS. CLIENT shall notify CWPS of the change in advance.
2. CLIENT shall, when necessary, allow CWPS technicians reasonable access to the equipment.
3. CLIENT and CWPS agree not to recruit or offer employment to any CWPS or CLIENT personnel for a period of one year after termination of this Order.
4. CLIENT shall be responsible for notifying CWPS of any changes in the number of machines or other network equipment.
5. CLIENT must provide access to vendor support for all 3rd party business applications, including all Microsoft applications, as well as access for any third parties CWPS engages for the purposes of carrying out its duties hereunder.
6. CLIENT is responsible for keeping third party business application related maintenance contracts current and active.

### ARTICLE 11. EXCLUDED SERVICES

1. The following services are not included in this Order. Support for excluded services, including but not limited to the following, may be available on a time and materials basis, billable at the rates listed in Attachment I or as provided in a separate order. In such cases, any excluded services shall be governed by this Order and the Master Service Agreement.
  1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
  2. The cost of any parts, equipment, or shipping charges of any kind.
  3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
  4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
  5. The cost to bring CLIENT's environment up to minimum standards.
  6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
  7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by CWPS, including alterations, software installations or modifications of equipment made by CLIENT's employees or anyone other than CWPS.
  8. Installation and Maintenance of Application software packages, whether acquired from CWPS or any other source, unless otherwise agreed to in writing by both Client and CWPS.
  9. Programming (modification of software code) and program (software) maintenance.
  10. Training Services of any kind.

### ARTICLE 12. TERM AND TERMINATION

The term of this Order is for a period of one (1) year, and unless terminated, will automatically renew for an additional one (1) year at then-current Service rates. In addition to the grounds for termination for convenience set forth in the Master Service Agreement, either party may terminate this Order at any time by giving the other party notice of the termination at least sixty (60) days prior to the termination date specified in the notice. Any such termination date shall be at the end of a calendar month. Specific provisions, if any, applicable to the termination of this Order are set forth in an attachment to this Order. By accepting this proposal and quote for product and services the CLIENT acknowledges and agrees to the terms of the CWPS Master Services Agreement which can be found and reviewed at <http://www.cwps.com/cwps-service-agreements/cwps-master-service-agreement>



**CWPS Inc.**  
14120-A Sullyfield Circle  
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(703) 263-9539  
cwps.com

## Service Order- IT Assist Co-Managed Agreement



## Service Order - EncorePRO Addendum

### CWPS EncorePRO Addendum

#### ARTICLE 1. SCOPE OF WORK

1. **ENCOREPRO SERVICE MODEL.** CWPS EncorePro Service is a collaborative service offering which includes services provided by CWPS and Cisco Systems, Inc. CWPS is a certified Cisco Smart Care Service Provider and assumes the First Point-of-Contact (FPOC) responsibilities for all service related issues which may arise with your network and Unified Communications environment. Cisco provides entitlements for hardware replacement, software support and the factory level escalation support through their Technical Assistance Center (TAC).
2. **COVERED NETWORK AND SERVER EQUIPMENT.** CWPS will monitor and support CLIENT network components including Cisco switches, wireless equipment, routers, firewalls and Unified Communications servers listed in the attached quotation. CWPS will acquire and activate Cisco hardware replacement contracts to meet the Service Level Agreements required for each component listed in the quotation. SLA's options include 4-hour parts replacement (Cisco Premium 4-hour support) or Next Business Day replacement (Cisco Next Business Day support). Please refer to the attached quotation for SLA's assigned to each component in your environment.
3. **TELEPHONE REPLACEMENT SUPPORT.** CWPS includes next business day replacement for all Cisco Unified Communications IP endpoints or telephones. These include all 6900, 7900, 8900, and 8800 series telephones. 7900 and 8800 series Conference units are included in the program. Cisco TelePresence Endpoints are not covered, but support can be purchased separately for these devices which include the DX, EX and MX series TelePresence endpoints.
4. **SOFTWARE SUPPORT SERVICES.** Software support services are only available with an active Cisco Software Support Service (SWSS) subscription. The Cisco SWSS subscription is purchased separately from CWPS EncorePro Service. Cisco SWSS provides access to application software major upgrades and updates along with global access to Cisco's Technical Assistance Center (TAC). Please refer to Article 5 for additional information regarding CWPS Software Support Services.
5. **CISCO NETWORK IOS UPDATES AND PATCHES.** CWPS will conduct a quarterly review of all new relevant and available Cisco IOS updates and patches with Client. CWPS and Client will determine which updates and patches should be applied during an agreed upon maintenance window. CWPS will apply agreed upon updates and patches once per quarter. The cost to perform this work is included in the regular monthly IT Assist fee.

#### ARTICLE 2. SOFTWARE SUPPORT

1. **SOFTWARE SUPPORT SERVICES.** Software support services are only available with an active Cisco Software Support Service (SWSS) subscription. The Cisco SWSS subscription is purchased separately from CWPS EncorePro Service. Cisco SWSS provides access to application software major upgrades and updates along with global access to Cisco's Technical Assistance Center (TAC).
2. **REQUIRED SOFTWARE UPDATES.** If it is determined by CWPS and Cisco TAC that a software update or patch is required to restore a feature or function back to normal operating conditions, CWPS will deploy the recommended update for the CLIENT during the agreed upon CLIENT maintenance window. Any work that can be performed during regular business hours will not be charged to the CLIENT. If after hours work is required, CWPS will only charge the hourly after-hours rate for support. Required Software Updates could include Cisco IOS updates for routers, switches and firewalls, or application level updates for Unified Communications.
3. **RECOMMENDED SOFTWARE UPDATES.** Many software updates may be recommended but not required to maintain the current functionality of the system. If a software update is available for a component or application, CWPS will provide the CLIENT with a notification and information regarding the update on a semi-annual basis. An analysis can be performed to determine the benefits of the updates and the impact on the environment. If it is mutually determined that the updates should be deployed, CWPS will work with the CLIENT to schedule a project during the CLIENT's desired maintenance window to deploy the updates. The project engagement and related professional services are not covered by this Order. This process also applies to recommended updates identified through engagements with consultants, third-party vendors or internally run vulnerability scan.
4. **SOFTWARE UPGRADES.** If Software Upgrades are covered under a valid software subscription (Cisco SWSS), CLIENT will be entitled to the upgrade for the covered application. Upgrades are not included under the terms of this Order and may be purchased from CWPS separately through a valid software subscription, or individually as desired. An analysis can be performed to determine the benefits of the upgrade and the impact on the environment. If it is mutually determined that the upgrade should be deployed, CWPS will work with the CLIENT to schedule a project during the CLIENT's desired maintenance window to deploy the upgrade. The project engagement and related professional services are not covered by this Order.

#### ARTICLE 3. 3RD PARTY APPLICATION SUPPORT

1. **Unlimited Service Desk & Email Support.** As a preferred customer, CWPS will act as a liaison to the 3rd party vendor or manufacturer to facilitate support.
2. **On-Site Support.** On-site assistance is not included under the standard Order, but may be purchased on a time and materials basis.
3. **Factory Escalation.** CWPS can manage the Level 3 escalation support with the manufacturer as required.
4. **Hardware Provided by CWPS.** CWPS will offer support for any hardware purchased from CWPS to run the application provided the appropriate hardware contracts are purchased from the manufacturer. Support includes service desk, diagnostics, parts replacement and restoration of services to normal operating conditions.
5. **Hardware Provided by the Customer.** CWPS will offer service desk and diagnostic services for any equipment provided by the customer to support the application. If the hardware is determined to be the problem, the customer can pursue remedies with the manufacturer directly, or purchase support on a time and materials basis from CWPS to manage the process.
6. **Patches and Upgrades.** Customer may obtain the software directly from the manufacturer. The customer may install the software themselves or seek assistance from the manufacturer. The customer may also purchase installation support from CWPS on a time and materials basis.

#### ARTICLE 4: REMOTE PROGRAMMING ASSISTANCE

1. **REMOTE PROGRAMMING ASSISTANCE.** Included in the service, these programming services are limited to adding, deleting or modifying CLIENT user accounts across their business applications including Active Directory, mobile devices, and creating virtual servers.

Adding, deleting or modifying CLIENT accounts for the base telephone application including telephone and voice mail box activation. (excluding Active



## Service Order - EncorePRO Addendum

Directory/LDAP an integration and Contact Center applications).

3. Adding, deleting or modifying telephone stations to include button maps, soft keys, speed dial numbers, directories (excluding Active Directory/LDAP an integration and Contact Center applications), mobility services and single number reach destinations.
4. Adding, deleting or modifying individual voice mail boxes (excluding Active Directory/LDAP an integration and Contact Center applications) to include message notification, name announcement, greeting, and usage.
5. Restoring existing system level configurations to working order.



**Quote Information:**

Quote #: 126957  
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Expires: 04/15/2016

**Prepared for:**

City of Coppell  
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**Prepared by:**

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**Notes:**

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|----------------------|
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**CWPS IT Assist MRC**

| Part #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Description                                                                   | Qty | Price       | Ext. Price         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----|-------------|--------------------|
| CWPS-PROSERV-ITA MONTHLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>CWPS Professional Services, ITA Monthly Fee</b>                            | 1   | \$22,900.00 | \$22,900.00        |
| CWPS-ITA-SERVER-TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Server ITA Monthly Fee - Tools Only</b>                                    | 250 | \$0.00      | \$0.00             |
| CWPS-ITA-DESKTOP-FR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Desktop ITA Monthly Fee - First Response</b>                               | 425 | \$0.00      | \$0.00             |
| CWPS-ITA-NETWORK-FR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Network ITA Monthly Fee - First Response</b>                               | 1   | \$0.00      | \$0.00             |
| CWPS-ENCOREPRO-UC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CWPS EncorePRO for Unified Communications Monthly Fee - First Response</b> | 1   | \$0.00      | \$0.00             |
| CWPS-ITA-ENG-POR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>CWPS Taskfire Ticketing &amp; Engineering Portal</b>                       | 6   | \$0.00      | \$0.00             |
| <p>USER COUNT BAND AND ADDITIONAL DEVICE CHARGE / REDUCED DEVICE CHARGE (ADC/RDC). This User Count Band will represent the spread between the floor and the cap User count by which the monthly service fee is calculated. If the User count remains inside the band, the monthly fee will remain consistent with the pricing in the attached quote. If the User count falls outside the band, the price will be adjusted accordingly by the ADC/RDC unit price specified in the quote. The User count will be re-evaluated on a semiannual basis and CWPS will give the CLIENT thirty days advance written notice of any price change. All payments are due within 30 days of receipt of invoice.</p> <p>User Count Band = 10% of the starting User Count (based upon a starting figure of 425 active users. RDC cap 382 / ADC cap 468 Users)</p> <p>ADC/RDC Unit Price = \$60.00 Per User (Price may be adjusted by this amount for users outside the Device Count Band)</p> |                                                                               |     |             |                    |
| <b>CWPS IT Assist MRC Subtotal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                               |     |             | <b>\$22,900.00</b> |



#### ITA Onboarding

| Part #                  | Description                                                                                                                                                                  | Qty | Price       | Ext. Price         |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------------------|
| CWPS-PROSERV-ONBOARD    | <b>CWPS Professional Services, Onboarding</b><br><br>*CWPS to provide dedicated on-site engineer for period of three months. Fees include meals, lodging and travel expenses | 1   | \$62,000.00 | \$62,000.00        |
| ITA Onboarding Subtotal |                                                                                                                                                                              |     |             | <b>\$62,000.00</b> |

| Quote Summary      | Amount             |
|--------------------|--------------------|
| CWPS IT Assist MRC | \$22,900.00        |
| ITA Onboarding     | \$62,000.00        |
| <b>Total</b>       | <b>\$84,900.00</b> |

| Cash Payment Terms                          | No. of Payments | Amount             |
|---------------------------------------------|-----------------|--------------------|
| <b>Professional Services Onboarding Fee</b> | <b>1</b>        | <b>One-Time</b>    |
|                                             |                 | <b>\$62,000.00</b> |

| Monthly Recurring Fee             | No. of Payments | Amount             |
|-----------------------------------|-----------------|--------------------|
| <b>IT Assist Managed Services</b> | <b>1</b>        | <b>Monthly</b>     |
|                                   |                 | <b>\$22,900.00</b> |

Thank you for allowing CWPS the opportunity to serve you. We look forward to your decision regarding this quotation and the opportunity to serve you in the future. The pricing and availability on this quotation are subject to change. Taxes and shipping charges are estimates only, other fees may apply.

#### Client

#### CWPS, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date