

TOWN OF RICHMOND + SIMPLERROUTE

SERVICE PROPOSAL

IT management solved, *IT's that simple*®

Prepared For

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Let's Get Down to Brass Tacks

Letter to The Town of Richmond	4
Solution Overview	5
A. Company Information	5
1. Provide a brief overview of your company and its key personnel.....	5
2. Where are offices maintained?	5
3. Indicate the number of employees in your company. How many of those are dedicated to account management and/or technical support?	6
4. How many are full-time vs. contractual? If contractual, where are they located?.....	6
5. What differentiates your company from your competitors in the marketplace, and how will this be relevant to us?.....	6
6. How many clients do you serve? Provide references.....	6
7. Do you service any municipal accounts, if so, how many? Provide references.	7
B. Proposed Approach.....	7
1. Please provide a proposed work plan for a migration to your company. Specifically, provide the following information:.....	7
2. If the Town elects to move forward with your company, what Town resources would be required (IE: information, data, staff resources, communication) during migration and on an ongoing basis?	8
3. Please describe your experience in providing the following value-added services:.....	8
C. Support.....	9
1. Describe fully your technical support options, including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.9	
2. Please provide details on your standard reporting capabilities.....	10
3. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?	10
4. The Town's user base varies in its level of technical sophistication. Please describe your experience in supporting users with limited technical skills	11
D. Financials	11
1. Describe the pricing model(s) that you typically employ for your standard services.....	11
2. What is the standard markup that you charge on the following types of technology units:.....	11
3. Please indicate the charges associated with each of the following and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.....	12

4. Do you offer service bundles and if so, describe the effect of this bundling on pricing?12
Statement of Work - Full Management of the Town of Richmond Administrative Office Network13
Statement of Work - Full Management of Richmond Water Department Network20

Letter to The Town of Richmond

Enclosed, please find simpleroute's response to the Town of Richmond's service provider request for proposal. We truly appreciate the opportunity to be included in this process.

Our firm has a lot to offer Richmond. Specifically, we recently received national press coverage for uncovering vulnerabilities in the NEMRC software used within the Town of Richmond. These vulnerabilities were missed by every other MSP operating in Vermont or with NEMRC software and created potential exposure of property tax payment information for all property owners in addition to exposure of social security numbers for all town employees.

I started simpleroute as I saw a need for a Vermont-based MSP who understood the businesses they partnered with and understood the customer relationship as that of a true partnership. In a prior life, I worked in manufacturing ERP software and found this simply didn't exist in Vermont. Instead, providers were pushing product/service over listening to their customers and focusing on technology needs that furthered business objectives. In 2010, I started simpleroute with an aim to fix that.

Our firm's core believe is that we are here to help build the foundation through which our customers grow. Through the years, we've stayed ahead of our customers and grown organically in the process. It's why we carry a significantly better technician to managed customer ratio than our competitors. For some customers, this means full management. For others, it means a co-managed solution. The key is that we're here to tailor solutions and do what's right for our customers to help guide them in the direction that gives them the stable foundation they need for growth. Putting the customer above ourselves is what has helped grow some of our local customers into the \$100m+ businesses they are today.

We are extremely selective in our staff choices and pride ourselves in staffing highly qualified technicians across all roles to ensure swift response and high rates of first call resolution to help desk inquiries. As with The Town of Richmond, we have dedicated employees who truly believe in our mission.

I'm confident Josh and the rest of the Town's staff will find our team friendly, knowledgeable, and great people to partner with in that mission.



Brett Johnson
President, simpleroute
1690 Williston Road
South Burlington, Vermont 05403
802-881-0092 ext 5001
December 14, 2021

Solution Overview

The sections of the Request for Proposal have been specifically outlined below with our response to each of the evaluation criteria. Beyond that, a Statement of Work that fully outlines our solution described here follows.

A. Company Information

1. Provide a brief overview of your company and its key personnel.

simpleroute® was founded in 2009 by Brett Johnson. With over nine years of networking, web, and programming experience at the time, it was certainly a logical progression. However, it wasn't his motivation in forming the company.

In his previous position, Brett spent a considerable amount of time performing accounting software upgrades for local area clients who subscribed to IT services with other local IT companies. He was appalled by clients' lack of IT support. There was often a clear disconnect between what IT professionals said and did and what management understood. Clients were unprepared for disasters and accepted serious issues like daily backup failures or non-recoverable data on backups without a second thought. IT professionals were more worried about eroding profits from efficient solutions than saving clients' money. The local businesses he came in contact with were amazing places with incredible unique visions, making the perceived disconnect all the harder to watch.

It is for this reason simpleroute® was created. Our solutions strive for efficiency – as a rule, we never want our customers to repeat the same action twice. We push to evaluate client processes, solutions and budgets and present clients with options they can clearly understand. We understand the importance of technology to your business and the impact downtime has. Our services and solutions are based around you, our customer, to help provide the best overall experience possible.

Along with being friendly, efficient, and courteous, our staff carry numerous industry certifications including:

- Certified Associate in Project Management (CAPM) from Project Management Institute
- EPA Certificate
- VMWare Certified Technical Associate
- A+
- Network+
- Watchguard MFA
- Windows 10 Advanced Administration/Troubleshooting from Microsoft
- TDI Advanced Mixed Gas Blending Certificate
- Cisco Certification
- Comptia A+
- Comptia Network +
- ITIL 4 Foundation CPD
- Comptia Project+
- Microsoft SQL Server

2. Where are offices maintained?

3. Indicate the number of employees in your company. How many of those are dedicated to account management and/or technical support?

Our staff of fourteen includes ten professionals who provide account management and/or technical support.

4. How many are full-time vs. contractual? If contractual, where are they located?

All simpleroute employees are full-time and operate out of our South Burlington, Vermont office. Two full time team members are contract staff who handle our second and third shift and are in the Philippines. Our contract staff have limited access to client systems and are focused on handling off-hours alerts while our team sleeps. All staff (contractors and otherwise) have undergone full background checks prior to hire.

5. What differentiates your company from your competitors in the marketplace, and how will this be relevant to us?

simpleroute focuses on client relationships with an emphasis on deep involvement with our customers and we have been recognized for our work in uncovering State-wide vulnerabilities in municipal software known as New England Municipal Resource Center (NEMRC) as published by Seven Days, VT Digger and other national security-focused publications. In addition, our professional services team has provided services both in a similar nature to the current request and to significantly larger scale projects. Our team excels at strategic design and execution of projects in addition to our standard IT management services.

simpleroute is a security-first company with a strong emphasis on security both internally and for customers. Our discovery of critical vulnerabilities in state-wide software that left tax data unencrypted and open for access, town employee SSNs in plaintext and involved insecure transfer of these over the Internet is just one example of this. Our team is recognized for its mindfulness when it comes to security design.

We have staff who are versed in compliance auditing and provide in-house compliance auditing services using industry standard software to ensure adherence to standards. We partner with a qualified Security Operations Center (SOC) to provide log aggregation, threat hunting, monitoring and incident response services to customers.

Where many other IT firms want to simply provide a turnkey solution, we try to only standardize on what we need from a backup and security perspective so that we can focus on keeping your business unique and your network in tune with your business goals. This means that we will work with your vendors. When assisting with an issue, we spend all the time necessary, we don't give up, we take the hassle out of your hands and hold them accountable. We take ownership of software and vendor problems and become your advocate with these outside resources.

Finally, we predominantly host our own tools in a datacenter and lock access to our own offices and co-managed sites. Where other providers cut the corner and use shared hosting for critical assets by default, we feel strongly it's more secure to keep these systems restricted and inaccessible publicly to reduce exposure.

6. How many clients do you serve? Provide references.

We currently support over 50 clients today, providing services across much of the greater Vermont area and as far away as Florida and Arizona. Amongst these are 3 public sector clients. Our remaining private clients are a mixture of non-profit, legal, manufacturing, and other businesses across a variety of industries. The public sector market is an area simpleroute has recently entered – it was through that entry that the NEMRC vulnerabilities came to light.

- Spencer Group – Mike Spencer mike@spencergroupinc.com (802)-865-4100 x11
- Northstar Leasing – Ben Bloom bbloom@northstarleasing.com (802) 578-2679
- Client Centered Financial – Tyler Wood tyler@ccf-vt.com (802) 598-9942
- Chittenden Solid Waste District - Jon Dorwart jdorwart@cswd.net (802) 872-8100 x247

7. Do you service any municipal accounts, if so, how many? Provide references.

- Town of Stowe- Cindy Fuller, Finance Director cfuller@stowevt.gov (802) 253-6140
- Town of Stowe Public Safety Department - Jonathan Thereault jonathant@stowevt.gov (603) 793-7906
- Chittenden Solid Waste District – Jon Dorwart, Director of Information Systems jdorwart@cswd.net
802-872-8100 x 247
- Former Client: Town of Richmond Water Resources Department – Kendall Chamberlin
kchamberlin@richmondvt.gov (802) 434-2178

B. Proposed Approach

1. Please provide a proposed work plan for a migration to your company. Specifically, provide the following information:

a. Key activities and timing

Onboarding generally starts several weeks before service. We have a documented process whereby we ingest client information into our documentation and password platforms and perform network scans to get a full understand of the upcoming transition. A date of transition is planned with the customer whereby simpleroute will take ownership of the network after and the prior appointed IT contact will own the network prior. On the date of transition, a plan to coordinate removal of old software and installation of simpleroute software is made and executed to ensure seamless transition of monitoring, AV and other security functions.

The Town of Richmond's needs are like those of our current client base. Our process is designed to promote workplace efficiency, disaster survivability and keep network complexity low so that costs do the same.

An initial information gathering call would be setup to discuss technology solutions currently in-use that would include our Richmond point of contact, our vCIO and our Dispatcher. A list of vendors would be compiled, and relevant information tagged for collection. A date would be set for an initial network scan prior to the cutover of service date which would be planned on the same call.

Prior to taking over, simpleroute would scan the network to have a preliminary scan on file as well as to spot check information provided by the customer to minimize surprises. We would document vendor data, provide network maps and other relevant information into our documentation platform. Passwords would be input into our password management system. simpleroute would setup our software so that relevant accounts were created prior to on-boarding.

On the date of transition, simpleroute would come on-site to label assets, collect additional information, and deploy agents across the network. Backups would be tested/verified. Collected passwords would be spot checked to ensure they were correct if access were not given to resources before transition to do this (most providers won't allow access prior to transition).

b. Deliverables

We philosophically believe that partnering with a Managed Service Provider brings stability. Documentation is central to that stability – we heavily leverage and rely on our documentation platform to document client networks in detail. This enables continuity in change and predictability in repetition.

simpleroute uses an agent which can provide direct customer communication via broadcast alerts. Our agents and in turn software kit would be installed on systems to help facilitate our documentation and management processes and aid in initial deployment.

2. If the Town elects to move forward with your company, what Town resources would be required (IE: information, data, staff resources, communication) during migration and on an ongoing basis?

We would need at least one member to act as our point of contact and who would be allowed to approve purchases that arise through the normal course of service. This person would also be our central contact for the transition process.

Post migration, we would meet regularly with the designated point of contact to discuss network health, IT strategy and service delivery. While we can be flexible, we prefer users be allowed to submit issues directly to us instead of passing through a central conduit as we have found the arrangement works better for all parties. We do have customers that prefer issues flow through a single contact, and we can work that way if there is a strong preference for it.

The Town would also be required to notify existing providers that simpleroute were the new provider of record and authorize us on any accounts they would like us to become direct contact for. simpleroute's goal is to take over as much of the IT management and IT support responsibilities as possible from the Town and encourages clients to authorize us on accounts so we can become the intermediary for vendor support.

3. Please describe your experience in providing the following value-added services:

a. Remote backup –

The vast majority of our clients engage us in providing a back-up and disaster recovery appliance. The appliance comes standard with Cloud backup storage.

b. Technology strategy planning

simpleroute meets regularly with customers to strategically plan changes. Through proactive planning we manage change, preferring to map these events out over time to avoid mutual surprises. An example of this is that we often will have customers keep a spare system to try to easily accommodate the failure of a system or growth of staff vs pushing for carrying expensive warranties and aging equipment. Our vCIO works with key points of contact to regularly review the strategic plan and incorporate our professional recommendations based on both best practices and on proactive audits performed for customers.

c. Network and email system monitoring

Our management tool enables us to monitor the status of Microsoft platform for Microsoft 365 users.

d. Procurement management

simpleroute has a comprehensive client portal which provides for a platform for future planning and provides key decision makers with access to licensing, system, and other operational data across the network.

We philosophically believe that partnering with a Managed Service Provider brings stability. Documentation is central to that stability – we heavily leverage and rely on our documentation platform to document client networks in detail. This enables continuity in change and predictability in repetition.

e. Warranty, break fixes, and installation

All warranty work is managed by simpleroute--we deal directly with the vendor. Break fixes are also managed for all items still under warranty. Installation is handled individually on an as needed basis.

f. Technical support, including remote user support

Technical support is part of our standard offering and includes phone, email and remote support. Details are described in Section C: Support.

g. IT policy review and development

Our account manager meets with clients quarterly to review their account. We leverage a client portal that allows us to share our findings with respect to client standing on their networks and their safety/security posture with the current solutions in play. These quarterly reviews serve as a constant review of the roadmap in place to ensure the success of the organizations we manage. As part of these reviews, we will present annual budgets and project costs upon request of clients on our Enterprise plan for their IT planning needs as well as identify other areas for improvement across organizations we manage.

h. Implementation planning and guidance

We provide council on choosing or architecting solutions. We then manage all phases of project management including initial scoping, planning, procurement, execution, testing and documentation.

i. Asset inventory management

Part of the ongoing planning process is technology management. We keep an inventory of your hardware and software, manage the lifecycle and ongoing maintenance of all your technical infrastructure.

j. Life cycle management of hardware units

As part of the vCIO responsibilities, we review and plan for the life cycle of all pieces of technical infrastructure. We review this at our quarterly business meetings to ensure the plan remains up to date. Given we generally rely on a BDR appliance for backup which is capable of server virtualization, we generally run servers for a 5 or 7 year maximum (our preference is Dell which allows 7-year warranties). Workstation hardware is targeted at a 5-year replacement plan (provided adequate hardware is purchased up front, we've found these targets very attainable).

k. Software licensing control

Through use of our portal and other inventory management tools we keep track of client licensing and deployment.

C. Support

1. Describe fully your technical support options, including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.

All Town of Richmond employees may access technical support 24/7 by phone at 802-881-0010 as block of hours is included that would cover off-hours requests. Standard business hour support is available via our ticket portal, via phone (802-881-0010) or email (support@simpleroute.com). Our help desk is located in our office at 1690 Williston Road, South Burlington. Our goal is first call resolution and our help desk team will work issues as

they are called in. Should more time be required or an issue not be a quick fix, we will generally schedule additional follow-up to an initial call as necessary. Help desk tickets hitting a 30-minute window are escalated to more senior technicians for review/guidance to ensure quick turnaround and resolution of issues are being upheld.

A single account manager, Peter Pembroke, will be assigned to manage the Town of Richmond's account. Key technical resources the Town will rely on are identified in our accompanying Firm Resume

simpleroute prides itself in first call response on issues. To that end, we aim to answer all calls and provide immediate assistance to end-users on small ticket issues. Calls waterfall from help desk staff up to engineers. All full-time staff are based in our South Burlington office. We also leverage two remote users with more limited system access for off-hours support. More senior day staff rotate duties on-call to ensure full-time service.

2. Please provide details on your standard reporting capabilities.

All our tools have independent reporting features. However, we primarily use our Business Intelligence platform to generate customer reports primarily using metrics/data from our ticketing platform, RMM platform and documentation platform for reporting data. Relevant data is presented to customers during our vCIO reviews after we've analyzed to so we can help guide partners in making sound strategic IT investments and decisions. In addition, we leverage reports from our customer portal platform to help in system planning and long-term strategic planning processes.

Customers receive direct access to the tools we use which allows for direct access to endpoint information. On top of this, our customer portal is intuitive and allows direct access to company information in aggregate and serves as an excellent reporting tool.

Through our portal, it's possible to view service ticket history and open service tickets, Office 365 licensing information, agreements, asset inventory and summary with warranty information along with software inventories.

Internally at simpleroute, we make heavy use of a Business Intelligence software to track internal metrics regarding our support process. We have several reports that we may bring to regular quarterly meetings. It's not uncommon for customers to request custom data – we're happy to discuss reporting requirements The Town of Richmond may need built in our platform if required.

3. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

We strongly believe in an iterative approach to process. We leverage documentation to drive processes to target consistent outcomes. Customer feedback is solicited via a scoring mechanism and regular survey as well as through ticket reviews and direct communication. This information is used to go back to our technical process and procedures to better target the desired outcome.

All tickets include a survey button at the bottom. Survey metrics are tracked and tickets with negative survey marks are immediately escalated for account management review.

Regular vCIO meetings also allow our points of contact and key stakeholders to provide feedback. Our vCIO meetings are as much about us guiding our partnered organizations as it is about them guiding us with respect to service delivery.

4. The Town's user base varies in its level of technical sophistication. Please describe your experience in supporting users with limited technical skills

simpleroute staff are unique in that we hold two values dear to our hearts. For those clients who are less technical, we strive to provide excellent support. To that end, we will often document to the utmost detail. Often this means detailed documentation on personal settings and other details for key individuals who are less technical but have a certain preference or setup in how they want things to be. During the move to work from home, we worked directly with many non-technical users in home environments to patiently walk-through using VPN for the first time or other challenges which were foreign to them.

Another of our core principles is that of sharing knowledge. For clients who are technical, we enjoy training end-users with respect to our process and the technical data on the work done. Those who like to learn will find we are willing and able teachers.

D. Financials

1. Describe the pricing model(s) that you typically employ for your standard services.

At present, simpleroute fees are generally based per user per month. We understand some users may have additional systems and do not charge beyond the per user per month fee we set unless system counts change drastically from our initial network review.

2. What is the standard markup that you charge on the following types of technology units:

simpleroute does carry a margin greater than 16% of partner cost for any items it sells. However, simpleroute pricing is both proprietary and for some classes of items protected under vendor agreements. For these reasons, we cannot specifically break down exact cost per class (just that it does not exceed this net amount).

When hardware or software is procured through simpleroute, simpleroute will cover costs with scoping this hardware which is the reason for having a margin at all. Provided we are selling the solution, we will not bill time for scoping of that solution. For clients wishing to direct purchase, we can do that and provide consulting services at our standard hourly rate (presently \$150/hour).

3. Please indicate the charges associated with each of the following and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.

- *Remote backup - Monthly charge based on usage with base amount included in scoped BDR appliances. A 22 TB appliance with 6 TB of cloud storage would cost the Town \$214/month plus \$7.20/TB additionally stored in cloud.*
- *Network and email system monitoring - Included*
- *Procurement management - Included*
- *Warranty, break fixes and installation – Included provided warranty coverage exists*
- *Technical support, including remote user support - Included*
- *IT policy review and development - Included*
- *Implementation planning and guidance - Included**
- *On-site implementation of business applications – Included**
- *On-site migration of data to new pc or laptop – Included**
- *Asset inventory management - Included*
- *Life cycle management of hardware units - Included*
- *Software licensing control - Included*
- *Microsoft and third-party patch management - Included*
- *Monthly reporting - Included*
- *Microsoft 365 Apps for Business Subscription – Billable based on consumption*

**Denotes block of hours included for coverage – exceeding the block of hours would result in hourly billing at our standard rate. Large projects will be billable on a fixed-fee basis.*

4. Do you offer service bundles and if so, describe the effect of this bundling on pricing?

We have a base rate for services which must be maintained given costs to carrying a customer and the processes and services we provide. For this reason, bundling service with the Water Department and the Town of Richmond core offices would result in a \$760/month discount to services under a unified agreement over the individual Statements of Work the Town has requested be provided individually. This combined agreement would allow for a 4-hour block for move/add/change requests (which would cover implementation, migration, and other change requests).

Statement of Work - Full Management of the Town of Richmond Administrative Office Network

This statement of work this ("SOW") is governed under the terms of the Master Services Agreement ("MSA") located at <https://simpleroute.com/msa-20210216>. If you cannot access the MSA or do not agree with the terms of the MSA, then do not sign this SOW and, instead, contact us for more information.




Scope of Services

simpleIT® Enterprise Plan

The scope of the services provided under this SOW (the "Services") will be determined by the plan below. The light gray checkmark indicates a block-hour paradigm that will cover up to 4 hours of services per calendar month. All solid-green checks are all inclusive for service.

Your selection has been noted in the space provided for your desired Service plan.

<i>Work Type</i>	<i>Coverage</i>
<p><i>Remote Support</i> Covers remote work from our office when the issue is at your location. Examples of remote support include remote attempts to resolve hardware issues, printing issues, Office issues and Windows issues.</p>	✓
<p><i>On-site Support</i> Covers on-site work performed at any location other than our office. Examples of on-site support include onsite diagnostic work, requested technician presence during a meeting.</p>	✓
<p><i>In-house Support</i> Covers work performed on devices that are dropped off at our office. Any time spent on a device over which we have physical possession will be covered under this work type.</p>	✓
<p><i>Vendor Support</i> Covers work interfacing with external hardware/software vendors for the purposes of support. Examples of vendor management include escalating an issue to your accounting software vendor, calling your ISP or calling a PC hardware manufacturer on your behalf.</p>	✓
<p><i>Vendor Management</i> Covers work interfacing with covered hardware/software vendors for planning purposes for solutions on covered systems. Examples of vendor management include budgeting, account maintenance, future planning and holding vendors accountable for upgrades and account maintenance.</p>	✓
<p><i>Emergency</i> Covers all off-hours time, subject to reasonable restrictions by simpleroute.* All non-emergency services will be provided during standard business hours only. Whether work is performed remotely, on-site or in-house, off-hours work will be considered "emergency" work.</p>	✓
<p><i>Travel Time</i> Covers one-way time spent in transit to client location during simpleroute's normal business hours to locations outside Chittenden County. Off-hours travel time will be billable under the Emergency work type.</p>	✓

<p><i>Implementation</i></p> <p>Covers work installing or upgrading hardware/software, regardless of location. Upgrading Windows, new server installs, vendor supported software upgrades or infrastructure improvement time all fall under implementation.</p>	
<p><i>Consulting Services</i></p> <p>Covers work consulting for endeavors such as weighing upgrade paths, pricing vendor solutions or writing procedural plans like backup and disaster recovery documentation or acceptable use policies.</p>	
<p><i>Incidence Response</i></p> <p>Covers work responding or remediating breaches or potential breaches. For example, migration to new hardware after malware incident, threat hunting/tracking and user verification on alert data all fall within this category of work.</p>	

* Excessive or unreasonable use of emergency services may result in curtailed or delayed service implementation. The determination of whether a service is an "emergency" will be made in simpleroute's discretion.

Monthly On-site Schedule

To facilitate full proactive management, simpleroute will have a technician on-site at the Town of Richmond's office once per month. On-site coverage is *not* limited to this day but rather this day allows for direct interaction with our support personnel and auditing/review of the Town environment.

Supported Technologies

The following technologies will be supported under this SOW (collectively, "Supported Technologies"):

IT Infrastructure	Supported Technology
Server Operating Systems	Windows 2008 R2 and upwards, SBS Server, Linux Flavors (Red Hat, Ubuntu, CentOS)
Infrastructure Applications	Domain Controller (Active Directory), Email (Microsoft Exchange / 365), Backup (Unitrends, StorageCraft ShadowProtect, Quest Rapid Recovery), Remote Desktop Servers, Citrix, Web Servers (Apache, Tomcat, IIS, Web Logic, JBoss, J2EE), SharePoint Server
Virtual Server / Desktops and App Virtualization	Virtualization (VMware, Xen and Hyper-V), VDI (VMware View, Citrix Xen Desktop, Microsoft VDI), App Virtualization (Citrix XenApp, VMware ThinApp and Microsoft App-V)
Databases	Microsoft SQL, MySQL
Network (Switch, Router, and Firewall)	Switches, Router, Firewall, WAP (Cisco, HP, Juniper, WatchGuard, SonicWALL, Ubiquiti, Mikrotik)
Line of Business Applications	NEMRC, ArcGIS
Storage	EMC, NetApp, HP and Dell
Desktop Operating Systems	Windows 8 and upwards
Antivirus Products	SentinelOne, WatchGuard Endpoint Protection, Microsoft Forefront Client Security, Bitdefender, Sophos Anti-Virus
Network Attached Storage	QNAP, Synology

Managed Devices

The following devices/hardware will be managed under this SOW:

Cloud Hosted Servers	_____	Virtual Servers on Hosts	_____
Workstations	<u>12</u>	Cell Phones / PDAs	_____
Network Printers	<u>1</u>	Wireless Access Points	_____

Stand Alone Servers	<u>1</u>	Exchange Applications	<u> </u>
Mailboxes	<u>12</u>	Mobile Device Management	<u> </u>
Thin Clients	<u> </u>	Hosted Email Domains	<u>1</u>
Network/Locations	<u>2</u>	Switches	<u>3</u>
VM Host Hardware	<u> </u>	VPNs Managed	<u>1</u>
Routers/Firewalls	<u>1</u>	NAS Devices	<u> </u>

Simpleroute Provided Hardware/Software/Additional Services

As part of its service offering, simpleroute will provide the following hardware to further aid in the objective of maintaining network services:

- Dark Web Scanning
- Endpoint Detection and Response Coverage for Endpoints
- Client Portal

Remediation; Service Levels

The following table describe the various priority levels associated with incidents that require remediation by simpleroute. The applicable priority level will be determined by simpleroute in its reasonable discretion.

Severity	Description
Critical	Emergency condition that significantly restricts the use of a covered enterprise or mission-critical application, system, network or device that is required to perform a critical business function.
High	The reported issue may severely restrict the use of an application, system or device in the network. Overall network and/or servers are operational and functioning.
Medium	The reported issue restricts the use of one or more features of an application, system, network or device, but the business or financial impact is not severe and Client is able to maintain relatively normal operations.
Low	The reported issue does not substantially restrict the use of an application, system, network or device, and the overall negative impact on the Client's operations is minimal.

The following table describes simpleroute's response time for any reported, covered incident or issue for an Enterprise plan. All services rendered under the Basic or Enhanced plan are provided on a "best effort" response time. Note, all time frames are calculated as of the time that simpleroute is notified of the applicable issue / problem by Client through simpleroute's designated support portal, help desk, or by telephone at 802-881-0010. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Please note that Co-management requires escalation for a ticket to be "received" by simpleroute.

Trouble/Severity	Managed Service Plan*	Services Not Covered
<i>Critical priority</i> Service not available (all users and functions unavailable)	Remediation efforts will begin within one (1) business hours after notification. †	Best efforts.
<i>High priority</i> Significant service degradation (large number of users or business critical functions affected)	Remediation efforts will begin within two (2) business hours after notification.	Best efforts.

<i>Medium priority</i> Limited service degradation (limited users or functions affected, business process can continue).	Remediation efforts will begin within four (4) business hours after notification.	Best efforts.
<i>Normal priority</i> Small service degradation (business process can continue, one user affected).	Remediation efforts will begin within eight (8) business hours after notification.	Best efforts.

* All time frames are calculated as of the time that simpleroute is notified of the applicable issue / problem by Client through simpleroute's designated support portal, help desk, or by telephone at 802-881-0010.

† Critical problems must be reported to simpleroute by telephone and email during non-business hours.

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 simpleroute's normal support hours will be billed to Client at the hourly rate of \$225/hour.

Service Hours

Business Hours 8:00am to 5:00pm EST, Monday through Friday, excluding simpleroute-recognized holidays.

Non-Business Hours 5:00pm to 8:00am EST, Monday through Friday, weekends and simpleroute-recognized holidays.

Assumptions

The fees and provision of the Services are based on the assumptions listed below ("Assumptions"). If any of the Assumptions are incorrect, or if the conditions underlying the Assumptions change, then the fees and scope of Services may be subject to change in simpleroute's discretion.

- Client will provide full and free access to all Managed Devices and provide a safe environment in which to work. Client shall make available to simpleroute at no charge, use of any Client-supplied power, lighting, photocopying, telephone, or other equipment reasonably necessary for simpleroute to provide the Services at Client's location.
- Client may need to purchase new or substitute equipment for the Managed Environment ("Environment") to be fully functional and/or reliable. The cost of such equipment is not included in the fees under this SOW.
- Client will implement internal administrative policies to supplement technical and physical security processes, including an acceptable use policy and management support.
- Client will comply at all times with all applicable software licenses.
- Client will not add to or modify the Environment without simpleroute's prior approval.

Minimum Requirements

In addition to any other requirements that may be required of Client under this SOW, the following Minimum Requirements must be satisfied by Client at all times:

- The Client shall not install or utilize any equipment, hardware or software other than the Supported Technologies.
- VPN-capable business-class firewall will be installed and maintained at all times on the Environment.
- Client will provide adequate bandwidth for the Services.
- Client will provide uninterruptible power supplies for all mission critical equipment.
- All software on the Environment will be properly licensed.

Exclusions

Services that are not expressly listed as "Included Services" are out-of-scope ("Excluded Activities"), and will not be provided under this SOW. By way of example, the following are Excluded Activities:

- One-way travel time and round-trip mileage for destinations outside of Chittenden County.
- simpleroute is not responsible for availability, uptime, speed or quality of Internet service at the Client's premises, or the management of the Client's ISP, but will work to diagnose and resolve technical support issues as per the service levels stated below. Remote connectivity not guaranteed when users are traveling.
- Vendor account management of smartphone devices or similar portable devices is not covered. We cannot guarantee the availability or quality of signal, or the ability of the cellular provider's network.
- Our responsibility for users' remote connectivity to the Client's office or the Internet is limited to the hardware and software that is in the defined managed environment. Support provided for any other equipment or software will be billed separately.
- Printer, copier, plotter repair and maintenance.
- Data/voice wiring or cabling services of any kind.
- Major changes or upgrades such as but not limited to: server or workstation replacement, OS or software upgrade/replacement, re-location of equipment, addition of remote locations, email upgrade/replacement, installation of new workstations or printers, or any other projects that are not considered a "maintenance, administration or support" type of service.
- Application programming, modifications, or design work.
- All third-party vendor connections or third-party remote connections.
- Services required that are a direct result of the Client modifying or changing the configuration of the equipment covered or installing unauthorized software.
- Hardware to repair units not covered by manufacturer warranty.
- Labor costs due to (i) modifications, relations or reinstallation by anyone other than simpleroute or that are performed without simpleroute's supervision or written approval; (ii) the use of supplies other than those recommended or industry recognized equivalents; or (iii) unusual shock or electrical damage, accident, fire or water damage, neglect, air conditioning failure, humidity control failure, a corrosive atmosphere, harmful to electronic circuitry, damage during transportation or causes other than from ordinary use. If Excluded Activities are required or requested by Client, they will be offered at simpleroute's then-current applicable rates.

Work By Others. If any service work is performed by others without simpleroute's pre-approval, or if Client moves the Environment (or any portion of the Environment) from its installed location without simpleroute's pre-approval, and if, as a result of any of the foregoing, the Environment requires repair or remedial services, then Client shall pay simpleroute's then-current hourly rates to bring the Environment back into full and proper operation.

Fees; Payment

The Services rendered under this SOW, Client agrees to pay the following fees:

The Services will be billed at a monthly rate of \$1,320.00 payable in advance of the month in which the Services are to be provided. A one-time setup fee of \$1,320.00 will be due and payable in advance of service start to cover initial setup of services.

Hourly services (if any) are delivered during standard business hours as defined above; services delivered outside of simpleroute's business hours will be billed at the prevailing rate.

The following minimum hours and simpleroute standard labor rates shall apply to all Services that are billed by the hour by subscribed service tier as noted below:

<i>Plan Description</i>	<i>No Plan</i>	<i>Enterprise</i>
<i>Hourly On-site Rate For Support</i> Monday – Friday, 8:00 a.m. – 5:00 p.m. (Excluding holidays)	\$175 Per Hour 2-Hour Min.	Included
<i>Remote Help Desk Support</i> Monday – Friday, 8:00 a.m. – 5:00 p.m. (Excluding holidays)	\$43.75 Per 15 Min.	Included
<i>After-Hours, Weekend and Holiday Support</i> Monday – Friday, 5:01 p.m. – 07:59 a.m. Saturday – Sunday	Not Available	Included* 1-Hour Min.

* Denotes coverage in whole or part provided as part of the accompanying block hour agreement based on applicable Work Type

Additionally, please see the below notes regarding how we bill time:

Standard Business Hours: Onsite support time will start at the time of dispatch and end at time of resolution. Return travel time will not be billed but mileage will be billed for the entirety of the trip.

Post-Business Hours: Billing starts at time of dispatch and ends when employee returns to simpleroute's office or employee's home. Mileage is billable round trip.

Changes to Billing/Fees: simpleroute reserves the right to increase its fees once each calendar year, but not by more than five percent (5%) unless (i) Client agrees to the increase in advance, or (ii) due to circumstances outside of simpleroute's control, the cost of supplies (such as hardware, equipment, gasoline, etc.) increases by more than five percent, in which case simpleroute may increase its fees to match any such increase in costs. simpleroute will notify Client at least thirty (30) days prior to increasing its fees. Hourly rate charges for non-covered services may change

Changes to Environment: Initially, you will be charged the monthly fees indicated above. 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 Fees: The initial Fees indicated in this SOW are the minimum monthly fees ("Simple Route") that will be charged to you during the term. You agree that the Simple Route will not decrease, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to a reduction. All modifications to the amount of hardware, devices, or authorized users under this SOW (as applicable) must be in writing and accepted by both parties.

Travel Time: If onsite services are provided, we will travel up to 30 minutes from our office to your location at no charge. Time spent traveling beyond 30 minutes (e.g., locations that are beyond 30 minutes from our office, occasions on which traffic conditions extend our drive time beyond 30 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.

Authorized Contacts

Client agrees to designate one or more Authorized Contacts who will be responsible to authorize billable services and onsite contact for simpleroute technician's visits. In addition, any Authorized Contact will be authorized to call in emergency service requests. If no Authorized Contact is selected, or if no Authorized Contact can be reasonably determined, then simpleroute reserves the right to refrain from providing Services beyond the scope of this SOW until simpleroute can verify, to its reasonable satisfaction, that the Client's emergency or service request is authorized.

Client's initial Authorized Contact(s) is/are:

- Name:
- Contact Information:
- Name:
- Contact Information:

Term

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which is estimated to be January 1, 2022 ("Commencement Date").

The Services will continue for a term of three (3) year from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

Additional Provisions

Additional terms are attached as Schedule A to this SOW.

AGREED & ACCEPTED

THE TOWN OF RICHMOND

SIMPLE ROUTE, LLC

Signature

Signature

Name Title

Name Title

Statement of Work - Full Management of Richmond Water Department Network








This statement of work this ("SOW") is governed under the terms of the Master Services Agreement ("MSA") located at <https://simpleroute.com/msa-20210216>. If you cannot access the MSA or do not agree with the terms of the MSA, then do not sign this SOW and, instead, contact us for more information.

Scope of Services

simpleIT® Enterprise Plan

The scope of the services provided under this SOW (the "Services") will be determined by the plan below. The light gray checkmark indicates a block-hour paradigm that will cover up to 2 hours of services per calendar month. All solid-green checks are all inclusive for service.

Your selection has been noted in the space provided for your desired Service plan.

<i>Work Type</i>	<i>Coverage</i>
<i>Remote Support</i> Covers remote work from our office when the issue is at your location. Examples of remote support include remote attempts to resolve hardware issues, printing issues, Office issues and Windows issues.	
<i>On-site Support</i> Covers on-site work performed at any location other than our office. Examples of on-site support include onsite diagnostic work, requested technician presence during a meeting.	
<i>In-house Support</i> Covers work performed on devices that are dropped off at our office. Any time spent on a device over which we have physical possession will be covered under this work type.	
<i>Vendor Support</i> Covers work interfacing with external hardware/software vendors for the purposes of support. Examples of vendor management include escalating an issue to your accounting software vendor, calling your ISP or calling a PC hardware manufacturer on your behalf.	
<i>Vendor Management</i> Covers work interfacing with covered hardware/software vendors for planning purposes for solutions on covered systems. Examples of vendor management include budgeting, account maintenance, future planning and holding vendors accountable for upgrades and account maintenance.	
<i>Emergency</i> Covers all off-hours time, subject to reasonable restrictions by simpleroute.* All non-emergency services will be provided during standard business hours only. Whether work is performed remotely, on-site or in-house, off-hours work will be considered "emergency" work.	
<i>Travel Time</i> Covers one-way time spent in transit to client location during simpleroute's normal business hours to locations outside Chittenden County. Off-hours travel time will be billable under the Emergency work type.	

<p><i>Implementation</i></p> <p>Covers work installing or upgrading hardware/software, regardless of location. Upgrading Windows, new server installs, vendor supported software upgrades or infrastructure improvement time all fall under implementation.</p>	✓
<p><i>Consulting Services</i></p> <p>Covers work consulting for endeavors such as weighing upgrade paths, pricing vendor solutions or writing procedural plans like backup and disaster recovery documentation or acceptable use policies.</p>	✓
<p><i>Incidence Response</i></p> <p>Covers work responding or remediating breaches or potential breaches. For example, migration to new hardware after malware incident, threat hunting/tracking and user verification on alert data all fall within this category of work.</p>	✓

* Excessive or unreasonable use of emergency services may result in curtailed or delayed service implementation. The determination of whether a service is an "emergency" will be made in simpleroute's discretion.

Monthly On-site Schedule

To facilitate full proactive management, simpleroute will have a technician on-site at the Town of Richmond's office once per month. On-site coverage is *not* limited to this day but rather this day allows for direct interaction with our support personnel and auditing/review of the Town environment.

Supported Technologies

The following technologies will be supported under this SOW (collectively, "Supported Technologies"):

IT Infrastructure	Supported Technology
Server Operating Systems	Windows 2008 R2 and upwards, SBS Server, Linux Flavors (Red Hat, Ubuntu, CentOS)
Infrastructure Applications	Domain Controller (Active Directory), Email (Microsoft Exchange / 365), Backup (Unitrends, StorageCraft ShadowProtect, Quest Rapid Recovery), Remote Desktop Servers, Citrix, Web Servers (Apache, Tomcat, IIS, Web Logic, JBoss, J2EE), SharePoint Server
Virtual Server / Desktops and App Virtualization	Virtualization (VMware, Xen and Hyper-V), VDI (VMware View, Citrix Xen Desktop, Microsoft VDI), App Virtualization (Citrix XenApp, VMware ThinApp and Microsoft App-V)
Databases	Microsoft SQL, MySQL
Network (Switch, Router, and Firewall)	Switches, Router, Firewall, WAP (Cisco, HP, Juniper, WatchGuard, SonicWALL, Ubiquiti, Mikrotik)
Line of Business Applications	NEMRC, ArcGIS
Storage	EMC, NetApp, HP and Dell
Desktop Operating Systems	Windows 8 and upwards
Antivirus Products	SentinelOne, WatchGuard Endpoint Protection, Microsoft Forefront Client Security, Bitdefender, Sophos Anti-Virus
Network Attached Storage	QNAP, Synology

Managed Devices

The following devices/hardware will be managed under this SOW:

Cloud Hosted Servers	_____	Virtual Servers on Hosts	_____
Workstations	<u>4</u>	Cell Phones / PDAs	_____
Network Printers	<u>1</u>	Wireless Access Points	_____

Stand Alone Servers	_____	Exchange Applications	_____
Mailboxes	<u> 3 </u>	Mobile Device Management	_____
Thin Clients	_____	Hosted Email Domains	<u> 1 </u>
Network/Locations	<u> 1 </u>	Switches	<u> 1 </u>
VM Host Hardware	_____	VPNs Managed	_____
Routers/Firewalls	<u> 1 </u>	NAS Devices	_____

Simpleroute Provided Hardware/Software/Additional Services

As part of its service offering, simpleroute will provide the following hardware to further aid in the objective of maintaining network services:

- Dark Web Scanning
- Endpoint Detection and Response Coverage for Endpoints
- Client Portal

Remediation; Service Levels

The following table describe the various priority levels associated with incidents that require remediation by simpleroute. The applicable priority level will be determined by simpleroute in its reasonable discretion.

<i>Severity</i>	<i>Description</i>
Critical	Emergency condition that significantly restricts the use of a covered enterprise or mission-critical application, system, network or device that is required to perform a critical business function.
High	The reported issue may severely restrict the use of an application, system or device in the network. Overall network and/or servers are operational and functioning.
Medium	The reported issue restricts the use of one or more features of an application, system, network or device, but the business or financial impact is not severe and Client is able to maintain relatively normal operations.
Low	The reported issue does not substantially restrict the use of an application, system, network or device, and the overall negative impact on the Client's operations is minimal.

The following table describes simpleroute's response time for any reported, covered incident or issue for an Enterprise plan. All services rendered under the Basic or Enhanced plan are provided on a "best effort" response time. Note, all time frames are calculated as of the time that simpleroute is notified of the applicable issue / problem by Client through simpleroute's designated support portal, help desk, or by telephone at 802-881-0010. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Please note that Co-management requires escalation for a ticket to be "received" by simpleroute.

<i>Trouble/Severity</i>	<i>Managed Service Plan*</i>	<i>Services Not Covered</i>
<i>Critical priority</i> Service not available (all users and functions unavailable)	Remediation efforts will begin within one (1) business hours after notification. †	Best efforts.
<i>High priority</i> Significant service degradation (large number of users or business critical functions affected)	Remediation efforts will begin within two (2) business hours after notification.	Best efforts.

<i>Medium priority</i> Limited service degradation (limited users or functions affected, business process can continue).	Remediation efforts will begin within four (4) business hours after notification.	Best efforts.
<i>Normal priority</i> Small service degradation (business process can continue, one user affected).	Remediation efforts will begin within eight (8) business hours after notification.	Best efforts.

* All time frames are calculated as of the time that simpleroute is notified of the applicable issue / problem by Client through simpleroute's designated support portal, help desk, or by telephone at 802-881-0010.

† Critical problems must be reported to simpleroute by telephone and email during non-business hours.

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 simpleroute's normal support hours will be billed to Client at the hourly rate of \$225/hour.

Service Hours

- Business Hours* 8:00am to 5:00pm EST, Monday through Friday, excluding simpleroute-recognized holidays.
- Non-Business Hours* 5:00pm to 8:00am EST, Monday through Friday, weekends and simpleroute-recognized holidays.

Assumptions

The fees and provision of the Services are based on the assumptions listed below ("Assumptions"). If any of the Assumptions are incorrect, or if the conditions underlying the Assumptions change, then the fees and scope of Services may be subject to change in simpleroute's discretion.

- Client will provide full and free access to all Managed Devices and provide a safe environment in which to work. Client shall make available to simpleroute at no charge, use of any Client-supplied power, lighting, photocopying, telephone, or other equipment reasonably necessary for simpleroute to provide the Services at Client's location.
- Client may need to purchase new or substitute equipment for the Managed Environment ("Environment") to be fully functional and/or reliable. The cost of such equipment is not included in the fees under this SOW.
- Client will implement internal administrative policies to supplement technical and physical security processes, including an acceptable use policy and management support.
- Client will comply at all times with all applicable software licenses.
- Client will not add to or modify the Environment without simpleroute's prior approval.

Minimum Requirements

In addition to any other requirements that may be required of Client under this SOW, the following Minimum Requirements must be satisfied by Client at all times:

- The Client shall not install or utilize any equipment, hardware or software other than the Supported Technologies.
- VPN-capable business-class firewall will be installed and maintained at all times on the Environment.
- Client will provide adequate bandwidth for the Services.
- Client will provide uninterruptible power supplies for all mission critical equipment.
- All software on the Environment will be properly licensed.

Exclusions

Services that are not expressly listed as "Included Services" are out-of-scope ("Excluded Activities"), and will not be provided under this SOW. By way of example, the following are Excluded Activities:

- One-way travel time and round-trip mileage for destinations outside of Chittenden County.
- simplerroute is not responsible for availability, uptime, speed or quality of Internet service at the Client's premises, or the management of the Client's ISP, but will work to diagnose and resolve technical support issues as per the service levels stated below. Remote connectivity not guaranteed when users are traveling.
- Vendor account management of smartphone devices or similar portable devices is not covered. We cannot guarantee the availability or quality of signal, or the ability of the cellular provider's network.
- Our responsibility for users' remote connectivity to the Client's office or the Internet is limited to the hardware and software that is in the defined managed environment. Support provided for any other equipment or software will be billed separately.
- Printer, copier, plotter repair and maintenance.
- Data/voice wiring or cabling services of any kind.
- Major changes or upgrades such as but not limited to: server or workstation replacement, OS or software upgrade/replacement, re-location of equipment, addition of remote locations, email upgrade/replacement, installation of new workstations or printers, or any other projects that are not considered a "maintenance, administration or support" type of service.
- Application programming, modifications, or design work.
- All third-party vendor connections or third-party remote connections.
- Services required that are a direct result of the Client modifying or changing the configuration of the equipment covered or installing unauthorized software.
- Hardware to repair units not covered by manufacturer warranty.
- Labor costs due to (i) modifications, repairs or reinstallation by anyone other than simplerroute or that are performed without simplerroute's supervision or written approval; (ii) the use of supplies other than those recommended or industry recognized equivalents; or (iii) unusual shock or electrical damage, accident, fire or water damage, neglect, air conditioning failure, humidity control failure, a corrosive atmosphere, harmful to electronic circuitry, damage during transportation or causes other than from ordinary use. If Excluded Activities are required or requested by Client, they will be offered at simplerroute's then-current applicable rates.

Work By Others. If any service work is performed by others without simplerroute's pre-approval, or if Client moves the Environment (or any portion of the Environment) from its installed location without simplerroute's pre-approval, and if, as a result of any of the foregoing, the Environment requires repair or remedial services, then Client shall pay simplerroute's then-current hourly rates to bring the Environment back into full and proper operation.

Fees; Payment

The Services rendered under this SOW, Client agrees to pay the following fees:

The Services will be billed at a monthly rate of \$1,200.00 payable in advance of the month in which the Services are to be provided. A one-time setup fee of \$1,200.00 will be due and payable in advance of service start to cover initial setup of services.

Hourly services (if any) are delivered during standard business hours as defined above; services delivered outside of simplerroute's business hours will be billed at the prevailing rate.

The following minimum hours and simplerroute standard labor rates shall apply to all Services that are billed by the hour by subscribed service tier as noted below:

Plan Description	No Plan	Enterprise
<i>Hourly On-site Rate For Support</i> Monday – Friday, 8:00 a.m. – 5:00 p.m. (Excluding holidays)	\$175 Per Hour 2-Hour Min.	Included
<i>Remote Help Desk Support</i> Monday – Friday, 8:00 a.m. – 5:00 p.m. (Excluding holidays)	\$43.75 Per 15 Min.	Included
<i>After-Hours, Weekend and Holiday Support</i> Monday – Friday, 5:01 p.m. - 07:59 a.m. Saturday – Sunday	Not Available	Included* 1-Hour Min.

* Denotes coverage in whole or part provided as part of the accompanying block hour agreement based on applicable Work Type

Additionally, please see the below notes regarding how we bill time:

Standard Business Hours: Onsite support time will start at the time of dispatch and end at time of resolution. Return travel time will not be billed but mileage will be billed for the entirety of the trip.

Post-Business Hours: Billing starts at time of dispatch and ends when employee returns to simpleroute's office or employee's home. Mileage is billable round trip.

Changes to Billing/Fees: simpleroute reserves the right to increase its fees once each calendar year, but not by more than five percent (5%) unless (i) Client agrees to the increase in advance, or (ii) due to circumstances outside of simpleroute's control, the cost of supplies (such as hardware, equipment, gasoline, etc.) increases by more than five percent, in which case simpleroute may increase its fees to match any such increase in costs. simpleroute will notify Client at least thirty (30) days prior to increasing its fees. Hourly rate charges for non-covered services may change

Changes to Environment: Initially, you will be charged the monthly fees indicated above. 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 Fees: The initial Fees indicated in this SOW are the minimum monthly fees ("Simple Route") that will be charged to you during the term. You agree that the Simple Route will not decrease, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to a reduction. All modifications to the amount of hardware, devices, or authorized users under this SOW (as applicable) must be in writing and accepted by both parties.

Travel Time: If onsite services are provided, we will travel up to 30 minutes from our office to your location at no charge. Time spent traveling beyond 30 minutes (e.g., locations that are beyond 30 minutes from our office, occasions on which traffic conditions extend our drive time beyond 30 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.

Authorized Contacts

Client agrees to designate one or more Authorized Contacts who will be responsible to authorize billable services and onsite contact for simpleroute technician's visits. In addition, any Authorized Contact will be authorized to call in emergency service requests. If no Authorized Contact is selected, or if no Authorized Contact can be reasonably determined, then simpleroute reserves the right to refrain from providing Services beyond the scope of this SOW until simpleroute can verify, to its reasonable satisfaction, that the Client's emergency or service request is authorized.

Client's initial Authorized Contact(s) is/are:

- Name:
- Contact Information:
- Name:
- Contact Information:

Term

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which is estimated to be January 1, 2022 ("Commencement Date").

The Services will continue for a term of three (3) year from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

Additional Provisions

Additional terms are attached as Schedule A to this SOW.

AGREED & ACCEPTED

THE TOWN OF RICHMOND SEWER & WATER DEPT

SIMPLE ROUTE, LLC

Signature

Signature

Name Title

Name Title