

simpleroute

WiFi Expansion at Town Hall

Prepared for **Town of Richmond**

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Valid until Monday, March 31, 2025



The logo for simpleroute, featuring a green circular icon with a white clock-like symbol inside, followed by the word "simpleroute" in a green, lowercase, sans-serif font.

Statement of Work

This statement of work ("SOW") is governed under the terms of the Master Services Agreement ("MSA") provided within the Terms of Service link at the bottom of the SOW. 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

The following services (collectively, "Services") will be provided to the Client:

				\$875.62
Product		Quantity	Price	Amount
 Ubiquiti U7 Pro Tri Band IEEE 802.11 a/b/g/n/ac/ax/be 9.12 Gbit/s Wireless Access Point		2	\$197.81	\$395.62
 Implementation Labor		3	\$160.00	\$480.00

Required network cabling will be provided separately, not by simpleroute

Locations Covered by Services

The Services will be provided at Town of Richmond.

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be 4/1/2025 ("Commencement Date").

Assumptions / Minimum Requirements / Exclusions

The scheduling, 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.

- Work will be performed during simpleroute's normal business hours unless otherwise noted. Off-hours work not detailed in the Scope of Work will incur additional costs.
- Travel time and mileage for destinations outside of Chittenden County are billable.
- Data/voice wiring or cabling services are excluded unless expressly noted otherwise.
- Any required software not defined in this SOW must be valid, genuine, and vendor-supported.

Exclusions. Unless explicitly included in the Scope of Services, the following are excluded and will be billed separately at simpleroute's standard hourly rates:

- Custom application customization or programming.
- Support for unsupported operating systems, applications, or hardware.
- Data/voice wiring or cabling.
- Battery backup replacement.
- Equipment relocation.
- Costs to meet Minimum System Requirements.
- Hardware/software repair costs, parts, equipment, and shipping.

The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Appointment Cancellations: Appointments may be cancelled or rescheduled without charge with at least one business day's notice. Late cancellations, no-shows, or denied access to your premises at a scheduled time will result in a cancellation fee equal to two (2) hours of the applicable consulting rate.

Additional Provisions

Additional terms are attached as Schedule A to this SOW.

Subtotal	\$875.62
Shipping	\$15.70
Tax	\$0.00
Total	\$891.32

Schedule A: Additional Provisions

Maintenance Services. Unless otherwise provided in this SOW, maintenance services will be applied in accordance with the recommended practices of the managed services industry. Client understands and agrees that maintenance services are not intended to be, and will not be, a warranty or guaranty of the functionality of any particular device, or a service plan for the repair or remediation of any particular managed hardware or software. Repair and/or device remediation services are not covered under simpleroute's maintenance service plan, and shall be provided on an hourly basis to Client.

Configuration of Third Party Services. Certain third party services provided to you under this SOW may provide you with administrative access through which you could modify the configurations, features, and/or functions ("Configurations") of those services. However, any modifications of Configurations made by you without our knowledge or authorization could disrupt the Services and/or cause a significant increase in the fees charged for those third party services. For that reason, we strongly advise you to refrain from changing the Configurations unless we authorize those changes. You will be responsible for paying any increased fees or costs arising from or related to changes to the Configurations.

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

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

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

Monitoring Services; Alert Services. Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by simpleroute; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Anti-Virus; Anti-Malware. simpleroute's anti-virus / anti-malware solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

Any security solution may be circumvented and/or rendered ineffective if a user purposely or intentionally downloads or installs malware (such as a rootkit or ransomware) onto the user's system. Client is strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. Simpleroute does not warrant or guarantee that all Viruses and malware will be capable of being removed, or that all forms of Viruses and malware will be timely detected or removed.

In order to improve security awareness, you agree that simpleroute or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Hosted Exchange / Email. Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the hosted email service ("Hosted Email").

Client shall not upload, post, transmit or distribute (or permit any of its authorized users of the Hosted Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by simpleroute or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs.

In addition, Client shall not use the Hosted Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law.

simpleroute reserves the right, but not the obligation, to suspend Client's access to the Hosted Email and/or all transactions occurring under Client's Hosted Email account if simpleroute believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

SPAM / Junk Mail Filtering. If expressly stated in the scope of work of this SOW, simpleroute's service will provide email scanning for incoming unsolicited commercial email. Using proprietary algorithms and other technologies, the service scans incoming email for designated keywords, attachments and known blacklisted sites, and filters the email accordingly. From time to time the service may filter email that is not SPAM or junk mail, or may block email from legitimate sources. Client is advised to periodically search the filtered email folder to ensure that relevant emails are not being filtered improperly, and will notify simpleroute in the event that the SPAM filter settings require adjustment.

Patch Management. simpleroute shall keep all managed equipment and software current with critical patches and updates ("Patches") as such Patches are released generally by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. simpleroute shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch, provided that the Patch was installed in accordance with manufacturer's instructions. simpleroute reserves the right, but not the obligation, to refrain from installing a Patch if simpleroute is aware of technical problems caused by a Patch, or believes that a Patch may render the Environment, or any portion of the Environment, unstable.

Procurement. Equipment and software procured by simpleroute on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, simpleroute does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may be not be returnable or, in certain cases, may be subject to third party return policies and/or restocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

simpleroute is not a warranty service or repair center. simpleroute will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the warranty terms (if any) governing the applicable Procured Equipment, for which simpleroute shall be held harmless.

Quarterly Business Review; IT Strategic Planning. Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, simpleroute is not endorsing any particular manufacturer or service provider. simpleroute is not a warranty service or repair center, and does not warrant or guarantee the performance of any third party service or solution.

Virtual CTO or CIO Services. The advice and suggestions provided by the VCIO will be for Client's informational and/or educational purposes only. The VCIO will not hold an actual director or officer position with Client, and the VCIO will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the VCIO on Client's corporate records or accounts. At all times the VCIO will be an independent contractor of Client.

Diagnostic / Auditing Services. Any diagnostic or auditing services performed by simpleroute may require simpleroute to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the Environment. The Diagnostic Code is deleted in its entirety after the testing process concludes. No personal information or personal data reviewed or copied by simpleroute at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the Environment. The results of the diagnostic testing will be kept confidential by simpleroute.

You grant simpleroute permission to access the Environment for the purpose of conducting the diagnostic testing, and agree to hold simpleroute harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond simpleroute's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the Environment. simpleroute does not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

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

IaaS. Client shall use all simpleroute-hosted equipment and hardware (collectively, "Infrastructure") for Client's internal business purposes only. Client shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without simpleroute's prior written consent. Client agrees to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with simpleroute's other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that simpleroute provides to its other clientele. Notwithstanding any provision to the contrary, simpleroute reserves the right to throttle or suspend Client's access and/or use of the Infrastructure if simpleroute believes, in its sole but reasonable judgment, that Client's use of the Infrastructure is violating, or is likely to violate, the foregoing terms or any other provision on the Agreement.

Standard of Care. Unless otherwise provided in this SOW, maintenance services will be applied in accordance with the recommended practices of the managed services industry. Client understands and agrees that maintenance services are not intended to be, and will not be, a warranty or guaranty of the functionality of any particular device, or a service plan for the repair or remediation of any particular Managed Device.

Backup (BDR) Services. If BDR services are listed as provision of this SOW, simpleroute's BDR solution uses industry-recognized products and software to help ensure the security and integrity of Client's data. However, Client understands and agrees that all data transmitted over the Internet may be subject to malware and computer contaminants such as ransomware, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither simpleroute nor its designated affiliates will be responsible for the outcome or results of such activities. Data recovery time will depend on the speed and reliability of Client's internet connection. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which simpleroute shall be held harmless. Client is strongly advised to use data verification functionality (if available) to ensure the integrity of Client's stored data. Client is further advised to take all verification errors seriously, and agrees to contact simpleroute immediately if verification errors are repetitive and/or cannot be remedied.



Google Workspace. simpleroute, Google and the Client are independent contractors with respect to the resale of the Product. Unless Google expressly agree otherwise in writing, Client will accept the Google TOS, with no alteration or amendment, prior to the Client's first log in to the Product. Client authorizes simpleroute to accept this agreement on the Client's behalf. Client will permit simpleroute to disclose Customer Information to Google for use by Google in accordance with the Google TOS including applicable confidentiality, data processing and security terms; for the express purpose of providing support. The Client is responsible for providing the necessary notices, obtaining and maintaining any consents, required from End Users to allow simpleroute and Google to perform their respective contractual obligations in respect of the Customer.