

**Sales Order**



**SALES PERSON:** Roger Fling  
**DATE:** 12/22/2016  
**CUSTOMER ID:** 0001011430  
**TERM (Years):** 1  
**ORDER ID:** 0063300000kcwj5AAA

**TECH CONTACT**  
**Name:** Bob Weger  
**Email Address:** robertweger@willoughbyhills-oh.gov  
**Phone #:** 4409461234

**ADDRESS**  
**Company Name:** City of Willoughby Hills  
**Address:** 35405 Chardon Road  
**City/State/Zip:** Willoughby Hills, OH 44094

**BILLING CONTACT**  
**Name:** Bob Weger  
**Email Address:** robertweger@willoughbyhills-oh.gov  
**Phone #:** 4409461234

**EXEC CONTACT**  
**Name:** Bob Weger  
**Email Address:** robertweger@willoughbyhills-oh.gov  
**Phone #:** 4409461234

Qty	Item #	Name	Description	Net Price	Monthly Total
50	HD-WK	Help Desk - Workstation	Normal business hours end-user support, proactive operating system and Microsoft Office Suite critical updates, and anti-malware/anti-virus management on physical and virtual desktops.	\$ 20.00	\$ 1,000.00
24	MIT-SV	Managed IT - Server	Comprehensive support for Microsoft server operating systems and Microsoft Exchange. 24x7x365 proactive monitoring and response to critical issues, license and warranty management, routine system and infrastructure wellness checks, managed backups and vendor management for physical and virtual servers.	\$ 250.00	\$ 6,000.00
<b>Location Total</b>					<b>\$7,000.00</b>

<b>Subtotal:</b>	\$ 7,000.00
<b>Term Discount:</b>	0.00%
<b>Total Monthly Recurring Charges:</b>	\$ 7,000.00

Qty	Item #	Name	Description	Net Price	Total
<b>Location Total</b>					<b>\$0.00</b>

<b>Total Non Recurring Charges:</b>	\$ 0.00
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The products and/or quantities listed above are representative of Evolve IP's understanding of the current needs of Customer at the time of the order and do not include applicable Taxes. Only those products here are to be provided to the customer under this sales order. Quantities and/or product selection may vary slightly as final configuration details are adjusted during the implementation process and based on needs and/or requests of Customer. This may or may not result in a minor price variance. Customer acknowledges this and is responsible for final configuration and applicable charges.

This Sales Order incorporates all of the terms and conditions of the Master Services Agreement and the Incorporated Agreements as entered into between Evolve IP and Customer. Upon signature, Customer will be invoiced for all non-recurring implementation charges and all or a

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portion of the non-recurring equipment charges identified on this Sales Order. All invoices are due within thirty (30) days of Customer's receipt of an Invoice.

The person signing below certifies that they are an officer of the organization and/or has the appropriate authority to execute this Agreement on behalf of Customer, and has read and accepts the attached Evolve IP Statement of Work.

**Authorized by:**

Name (Printed)      Bob Weger

Title                      Mayor

Email Address        robertweger@willoughbyhills-oh.gov

Signature              *Bob Weger*

Date                      12-27-16

## Statement of Work



**Customer:** City of Willoughby Hills

The Statement of Work listed below provides general information regarding services offered by Evolve IP and governs the responsibilities and accountabilities of each party under the Agreement. Detailed services, responsibilities and accountabilities for IT as a Service offerings are incorporated by reference and can be reviewed at [http://www.evolveip.net/documents/itaas\\_guidelines.pdf](http://www.evolveip.net/documents/itaas_guidelines.pdf).

### TERMS:

**Products:** Evolve IP reserves the right to adjust the features and/or functionality of any Services at its discretion. A change does not affect the term length of any Service ordered unless that change substantively changes the capabilities of the Service – in which case, Customer may request a termination for the affected Service only.

### EVOLVE IP RESPONSIBILITIES:

**Implementation:** Install products listed above per details gathered from Customer on the Implementation Workbook. Test services according to Evolve IP quality standards for typical customer use. Customer must test the operability of services in their own environment for their own use.

Provide knowledgebase ([support.evolveip.net](http://support.evolveip.net)) access to training materials, user guides, quick tip videos, and best practices for the Services delivered by Evolve IP.

Provide access to appropriate web portals for administration of Evolve IP Services.

Train Customer in the use of the Services delivered based on the training selections listed above. Unless otherwise stated, training is limited to available content and general (multi-customer) online content/sessions.

Provide direction on implementation, on-site installation, configuration or migration and seeding of data to the Evolve IP Cloud. Customer is responsible for this work unless otherwise stated above.

**Configuration Burn-in Period:** Evolve IP will configure all Services per Customer-provided documentation and will provide reasonable adjustments at Customer's request for a period of 30 days. Any substantive change to configured Services after that period that must be performed by Evolve IP may require additional Professional Services Fees.

**Ongoing Administration:** Monitor provided Services to ensure availability and notify Customer when appropriate. Unless otherwise stated above, monitoring does not extend to Customer-provided equipment or software or Customer administered environments such as server operating systems or software.

Perform up to 5 security policy moves, adds and changes ("MACs") per month for Services not generally designed for self-administration. Additional MACs will be charged on a per incident basis.

**Log File Retention:** Maintain log records for lengths of time appropriate to each product and consistent with our SOC policies. Security logs are maintained for a 90-day rolling retention in raw log formats (Syslog, SDE, etc.). These logs are not parsed for individual Customer data or access. If Customer requires log files specific to their environment they should consider Evolve IP SIEM Services.

**Administrator Support:** Provide support to Group Administrator for each Customer location. See Group Administrator / Single Point of Contact below. Support is limited to Service functionality, not Customer's use of the Service, operability on applications, Customer equipment or networks. Support does not include direct support for end users unless otherwise specified.

**Additional Professional Services Fees:** Evolve IP technical personnel are responsible for Evolve IP deliverables listed above, and not for Customer responsibilities listed below. In the event Customer fails to meet these responsibilities and requires Evolve IP's involvement to do so or requests support from Evolve IP for any reason other than an Evolve IP Service-related issue, including, but not limited to, Customer switch/LAN configuration, configuration of 3rd party access, non-standard configurations, software installation, virus remediation, end user support; Customer acknowledges that they will be billed the applicable professional services rate, billable in 15 minute increments. Evolve IP technician(s) will not perform any work without confirmation from a Group Administrator (See Group Administrator / Single Point of Contact below).

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### CUSTOMER RESPONSIBILITIES:

**Customer and Third Party Information:** Customer commits to providing reasonable best effort in supplying necessary information and/or resources to supply the necessary information required for project planning, configuration, implementation and service activation. Customer commits to providing reasonable best effort in ensuring that this and any necessary third party (such as but not limited to, domain name and accompanying services, network configuration, call flow, security policy, IP address justifications, etc.) information is accurate, complete and currently applicable. Any configuration changes required as a result of incorrect information or miscommunication of requirements provided by Customer or Customer's resources may be charged at the applicable rate.

**Group Administrator/Single Point of Contact:** Customer is responsible for the assignment of one Group Administrator for each customer location. *Your assigned Group Administrator shall have the authority to make decisions that may affect billing including users, features, Services, and quantities.* The Group Administrator is responsible for learning the features of the Services and providing assistance to internal users of the Services. After initial training, Evolve IP is available for direct support only to specified Group Administrators. Additionally, the Group Administrator will be the single point of contact for each site and will have the authority to determine call flow requirements, add/delete users, etc. If a user other than the Group Administrator requests that changes be made to Customer's account, Evolve IP will require that the user obtain and furnish to Evolve IP authorization from the Group Administrator which clearly states that the user requesting changes is authorized to do so.

**Expedited Installation:** In the event that Evolve IP is required expedite the installation of Customer's Services, or place an expedited order for Dedicated Access (T1, DS3, Ethernet, etc.) in an effort to complete an installation by Customer's requested due date, or based on a direct request by Customer for any reason, Customer agrees to pay a charge equal to a) the aggregate fees, charges, expenses, and taxes payable by Evolve IP to third parties in connection with the expedite, and b) any charges that may be assessed directly by Evolve IP in order to perform the expedite request. Customer understands and agrees that an expedite only ensures that a "best effort" will be applied by Evolve IP and its underlying providers, and does not guarantee any particular completion date.

**Cancelling/Disconnecting with Incumbent Vendors:** After the installation and activation of the Services, Customer is responsible for cancelling and/or disconnecting the services that were previously provided by Customer's incumbent vendors. Evolve IP does not have the ability, nor the authority, to cancel or disconnect any services on behalf of Customer.

**Services Provided Over the Internet or Customer-provided Access:** In some cases, Evolve IP provides services over Dedicated Access (T1, Ethernet, Fiber, etc.) controlled and billed by Evolve IP. Services MAY be rendered over Customer's public Internet access or private network connections. In these cases, quality, response time and general operation of the Services may be affected. Evolve IP will provide support for all Services that we control, but cannot ensure end to end quality of the Services given the elements that are not within our control.

If Evolve IP is not providing Dedicated Access or in cases where the Customer is making use of Cloud Connect services, it is the customer's sole responsibility to provide one or more Business Class Internet services with Ethernet handoff and at least 1 Static IP address per connection dedicated to EIP routers/devices (additional IPs may be needed) and must manage the relationship with the provider (unless otherwise specified). This includes engaging the service provider for support in the event of a service outage and/or quality degradation or at the request of Evolve IP.

Any Evolve IP service may be affected by customer owned premise firewalls. If so, Customer agrees to make changes recommended by Evolve IP to support proper operation of the service.

In cases where Evolve IP becomes the Customer's ISP (Cloud Connect, Dedicated Access) the customer will be leveraging Evolve IP public addresses and in most cases must re-address their public facing Internet resources.

**Customer Network:** To ensure the proper operation of services, Customer must maintain / configure wiring and LAN/WAN equipment (switches and routers not managed by Evolve IP) to the following standards:

- Appropriate available bandwidth per concurrent user/product (approximately 100Kbps for each phone call or desktop session)
- No single application accounts for greater than 30% of all LAN traffic (for proper queuing)
- All internal cabling is CAT 5, CAT 5E, CAT 6, or is otherwise capable of delivering at least 100Mbps to the end device
- All jacks at the work station and on the patch panel are neatly labeled.
- Total traffic does not regularly exceed 75% of the total available bandwidth
- Packet Loss < 1%
- No in-line network hubs between switch and endpoints (Phones, PCs, etc.) leveraging Evolve IP services
- If Customer is providing LAN switches they must have individual VLANs for voice and data according to Evolve IP provided instructions.
- If these standards are not met, service quality may be affected. In the event that the customer is unwilling / unable to support or manage the LAN/WAN to these specific requirements, Evolve IP can provide options for LAN assessment and management.

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**Customer Owned Equipment and Software:** Evolve IP cannot warranty the operability or quality of services that are delivered on or over Customer-owned equipment or software this includes but is not limited to: routers, switches, firewalls, servers, desktops, backup devices, printers, scanners, internal wiring, Wi-Fi access points. Customer is responsible for the operation, and proper maintenance of items that they own. Evolve IP is not responsible for the performance of Customer-owned applications installed the Evolve IP cloud.

**Customer configuration / installation:** Unless otherwise stated, Customer is responsible for the configuration and installation of equipment and software (on premise and to Evolve IP Cloud assets such as Virtual servers and desktops) within their control, this includes but is not limited to: configuration of new IP address assignments on any hardware and/or software not managed by Evolve IP, migration of data to the Evolve IP cloud, configuration of local A/D services, the opening of firewall ports to support proper operation of services, or configuration VPN or encryption from customer owned devices.

**Administration of services:** Evolve IP products are designed for customer self-administration. Products will be implemented and turned over to Customer to administrate on a go-forward basis. If Customer does not want to administrate Services, it may consider ITaaS or Vetanium offerings. Administration includes but is not limited to: account or services moves, adds and changes; administration of servers/desktops in Evolve IP's cloud; administration of A/D and GPOs; creation of rules and policies in products such as RMM, MDM, Email Security, Web Security, DRaaS and Backup and other security products.

Any action taken by Customer that limits performance (including oversubscription of allocated resources) within the Virtual Data Center, Desktop, A/D or operability of the server at the application or OS level, including changing network settings, administrator default settings, virtual machine snapshots, or poor storage management is Customer's responsibility. Additional professional service fees will apply if Evolve IP is required to assist to bring services back to normal operation.

**Software updates:** Any software provided to the Customer in association with Evolve IP Services is designed to be delivered using modern and up-to-date, hardware and operating systems. Customer must install platform security patches, updates, and service packs as soon as practical to their equipment and software. Software updates may change system behavior and functionality and as such may negatively affect your applications. Evolve IP cannot foresee nor can it be held responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades.

**Software End User License Agreement (EULA):** Customer must meet the EULA of any software installed in the Evolve IP cloud regardless of whether or not that software has been acquired from Evolve IP. Customers must accept the EULA of any Evolve IP provided software upon installation. Microsoft Licensing: NOT all customer-owned Microsoft software can legally be hosted in the cloud. Customer is advised that they must ensure their own compliance with Microsoft's EULA. The customer must provide their Software Assurance ID and fill out a mobility form that must be approved by Microsoft in order to move licensing to the cloud. If not approved by Microsoft, Evolve IP reserves the right to bill the customer for licensing monthly under SPLA.

**Virus / Malware Protection:** Certain Evolve IP Services contain virus and malware protection, however, definitions are not guaranteed to catch all security risks, particularly immediately after the introduction of a new attack. Evolve IP is not responsible for any damages relative to loss or theft of data or systems. Customer MUST provide ample protection on its own equipment and any service provided by Evolve IP that is administered by Customer. Additionally, Customer is responsible for the education of its own employees related to responsible use of Internet-based resources and the security of its data.

**Backups:** Evolve IP performs backups of its systems consistent with our SOC policies. These backups are designed for Evolve IP use and are not designed to backup Customer's content or to maintain historical retentions of that data. Customer is advised to ensure that it maintains backups of its data by utilizing an Evolve IP Backup service, or by keeping its own backups onsite or by leveraging an alternative cloud service.

**Customer Domain Name(s):** Domain names are owed by and are the responsibility of Customer. Changes required to domain names to ensure proper use of the services, such as repointing an MX record to utilize Evolve IP's email security or services, are Customer's responsibility to perform with its domain name registrar. Evolve IP makes no claim to Customer's domain name(s).

**Data Transfer Time / Recovery / Seeding:** Downloading or uploading data from / to the Evolve IP cloud will be limited by the available network and speed of Customer's equipment, and Internet Access and will be affected by the data size. If additional assistance is required in planning, setting up or taking an initial seed, additional professional service fees may apply.

**Sizing of Solutions:** During the sales process Evolve IP may have provided advice or information on the sizing of your environment. Sizing may include number of seats, required bandwidth, amount of storage or processing required. These recommendations are based on industry standards and have been made based on available information from Customer at the time of sale. Customer is responsible for the resources that they consume on our cloud, regardless of the quantities on this Sales Order. Evolve IP is not responsible for sizing Customer's environment.

**Evolve IP Equipment in Customer's Location:** Certain products listed above include Evolve IP-provided equipment that will reside at Customer's locations such as phones, switches, and routers. In these cases, Customer agrees to:

- Supply sufficient grounded and conditioned AC power for Evolve IP provided equipment. Evolve IP is not responsible for damaged equipment from power surges; equipment and support for damaged equipment from power will be billed back to Customer.

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- Safely store Evolve IP-provided equipment under appropriate climatic/physical conditions.
- Permit complete access to Evolve IP service personnel in the event that a visit is scheduled and to be present during the scheduled time frame. If Customer is not present at stated location during scheduled visit, additional Professional Services fees are applicable.
- Provide a clean, safe environment for Evolve IP Technicians to install service.
- Installation of phones where desks exceed 200 lbs. and/or are obstructing access to LAN ports.
- The pricing detailed in the Sales Order is exclusive of travel expenses incurred by Evolve IP. Customer is responsible for payment of any and all charges relating to Evolve IP personnel travelling to Customer's locations for the installation of or training on Evolve IP Services. This includes, but is not limited to, airfare, hotel, rental car, personal car mileage, and per diem expenses.

**3<sup>rd</sup> Party Services and Applications:** Evolve IP establishes relationships with 3<sup>rd</sup> party services and application developers to further its product offerings or to offer well-known and widely available software in a supported fashion on the Evolve IP Network in these cases:

- Evolve IP is responsible for acquiring and licensing the application to Customer, generally on a per user basis.
- Evolve IP will provide all Tier 1 support and provide an assisted handoff to 3<sup>rd</sup> party for Tier 2 & Tier 3 support as needed.
- 3<sup>rd</sup> Party may, in some cases, communicate directly with Customer.
- 3<sup>rd</sup> Parties may or may not meet or exceed Evolve IP's Policies and Standards.
- 3<sup>rd</sup> Party Services and Developers Include, but are not limited to: Microsoft (Office 365, Skype for Business), Zendesk, Mimecast and McAfee (Email Security), Intronis (Cloud Backup), gUnify (Evolved Office Google Connect, Gmail Integration, Salesforce, Clio, Zendesk Connectors), Tenfold (Salesforce, Zendesk, Dynamics Connectors), Go Integrator / Mondago (Various CRM and Skype for Business Integration), Mutare (Voicemail Scribe).

**Desktop (VDI) and DaaS Additional Considerations:**

- Each DaaS Desktop is licensed with a Microsoft RDS (Remote Desktop Access) license which covers streaming of Windows devices owned or provisioned to an individual user. If Customer opts to have multiple end-users access a single desktop, additional licensing will be required.
- All Customer end points (Windows and MAC, Thin/Zero Clients, Tablets, Smart Phones) must support the Horizon View client or the HTML5/ Blast client in order to access Evolve IP DaaS.
- While every effort is made to ensure feature parity between the various client OS and Device types used to access DaaS, differences in features and capabilities do exist. Customer is responsible for ensuring that they understand these differences and that their chosen platform (Equipment, OS) will meet their business requirements.
- Customer is responsible for maintaining gold pattern image(s) that are used as a basis for all desktop users.

**DRaaS Additional Considerations:**

- Customer is advised that any DRaaS product should be sized at similar or larger sized volumes as their product data. Every Service maintains a journal and creates retentions that will grow over time. Customer's configuration will determine that rate of growth. Customer will be billed for any storage they consume.

**Encryption Keys:** In some cases, Evolve IP may provide Customer with Encryption keys that are required to secure their environment. To maintain the integrity of the environment, Evolve IP does not have access to those keys. Customer is responsible for its own keys. Data may not be accessible without those keys and is not recoverable by Evolve IP without them.