

Red River



Bishop Guertin High School

Red River Managed Services

February 5, 2015

PROPRIETARY NOTICE

The data furnished within this SOW shall not be disclosed outside the company named above and its associates, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this SOW.

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NON-DISCLOSURE STATEMENT

The data in this document shall not be disclosed outside the Customer organization. It shall not be used or disclosed in whole or in part for any purpose other than to evaluate the document. Should a service agreement be awarded to Red River Computer Co., Inc. (RED RIVER) as a result of or in connection with the submission of this document, Customer shall have the right to use or disclose the data to the extent provided by the agreement. This restriction does not limit the right of Customer to use information contained in the data if it is obtained from another source without restriction.

THE INFORMATION AND SOLUTION PROPOSED ARE CONSIDERED TO BE UNIQUE AND SHOULD BE PROTECTED AS "PROPRIETARY" ONLY FOR THE EYES OF CUSTOMER MANAGEMENT.

Red River Contract # RRMS-15Q01174

1. INTRODUCTION

Red River is pleased to provide this proposal to Bishop Guertin High School of 194 Lund Road, Nashua, NH. This document specifies the scope & schedule of the services delivered to the end customer by Red River Help Desk under the RRHD Support Contract. Red River offers three levels of coverage for customers (Red Monitor, Red Manage and Red Manage Plus). The packages are customized to provide Bishop Guertin High School with a comprehensive support solution.

2. PURPOSE

The purpose of this document is to provide a detailed description of the services delivered by Red River Help Desk. As a requirement to start services, this document must be signed as an agreement for the scope and deliverables of the services under this contract.

3. DETAILED SCOPE OF SERVICES

This document specifies the scope and schedule of the services delivered: detailing managed devices, services provided for the devices and the delivery schedule under the support contract. This document also identifies guidelines and procedures for providing support and service to the end customers by determining priority, issue resolution and communication of updates to the support contract.

Standard Monitors

Switches: Availability, CPU, memory, interface status/errors/discards/port-wise monitoring (server ports only), and device hardware.

Routers: Availability, CPU, memory, bandwidth, interface status, interface errors/discards/ uptime, port-wise traffic and device hardware

Firewalls: Availability, CPU, memory, uptime, interface status, interface errors, IPsec VPN status, and failover status (in the case of redundancy)

Wireless Access Points: Availability, interface status, and wireless interface status

VoIP : Availability, Health (CPU, memory, Disk,), monitoring MOS, Call Manager heartbeat, Call Statistics(active calls, calls completed, calls in progress, Active Ports, Ports in service, Trunk Activity, SIP Activity), FXO/FXS ports, QoS (Jitter, Latency, Data loss)

Windows Servers: Availability, CPU, memory, Drive Space, Error logging

NOTE:

- ◆ Standard monitors may differ based on the available SNMP MIB's for the specific device model.
- ◆ Some of the standard monitors are applied for reporting purpose only and no alerts are generated by these monitors.
- ◆ Standard monitors will only be configured and reported on based on the hardware covered listed in section 6.

Red River Deliverable:

To support the key objectives of the Service Level Agreement (SLA), Red River will operate with the following shared services delivery model:

- ◆ All alerts will be captured by Red River. Red River will provide monitoring, alerting, ticketing and escalation to the client
 - Incoming alerts will be verified to identify false alerts or alerts where no action is required and actionable alerts will be ticketed by Red River
 - Any documented Standard Operating Procedure (SOP) will be executed by first level of support for verification only
 - Tickets without SOPs will be escalated to Red River Level 2 Support Team for verification, analysis and remediation of issues

Remote Incident & Problem Management

Remote troubleshoot & fix

Red River will remotely troubleshoot and fix issues or alerts generated from Red River applied customized monitoring templates and the devices that are managed by Red River.

- ◆ Additionally, the client can create tickets and assign them to Red River to perform.

**** If Situations occur where the resolution cannot be resolved remotely, Red River will work with the company identified designee locally to remediate the situation or schedule to dispatch an engineer ****

Client Responsibility

- ◆ Remote (ssh, telnet, RDP) and OOB access to devices should be provided to the Red River team
- ◆ Onsite support as required by Red River
- ◆ Communicate changes or new implementations to be performed on supported devices
- ◆ Availability of site connectivity 24/7

Incident Reporting & Troubleshoot (Problem Management)

TASKS INCLUDE

- ◆ Analyze incidents to identify underlying problems (once the incident is handled)
- ◆ Record, classify and diagnose problems
- ◆ Transfer problems into “known errors”
- ◆ Update of tickets with AID chronology and the steps to remediate the incident

**** These can be handled by the Red River Support team ****

Backup of Network Device Configuration

TASKS INCLUDE

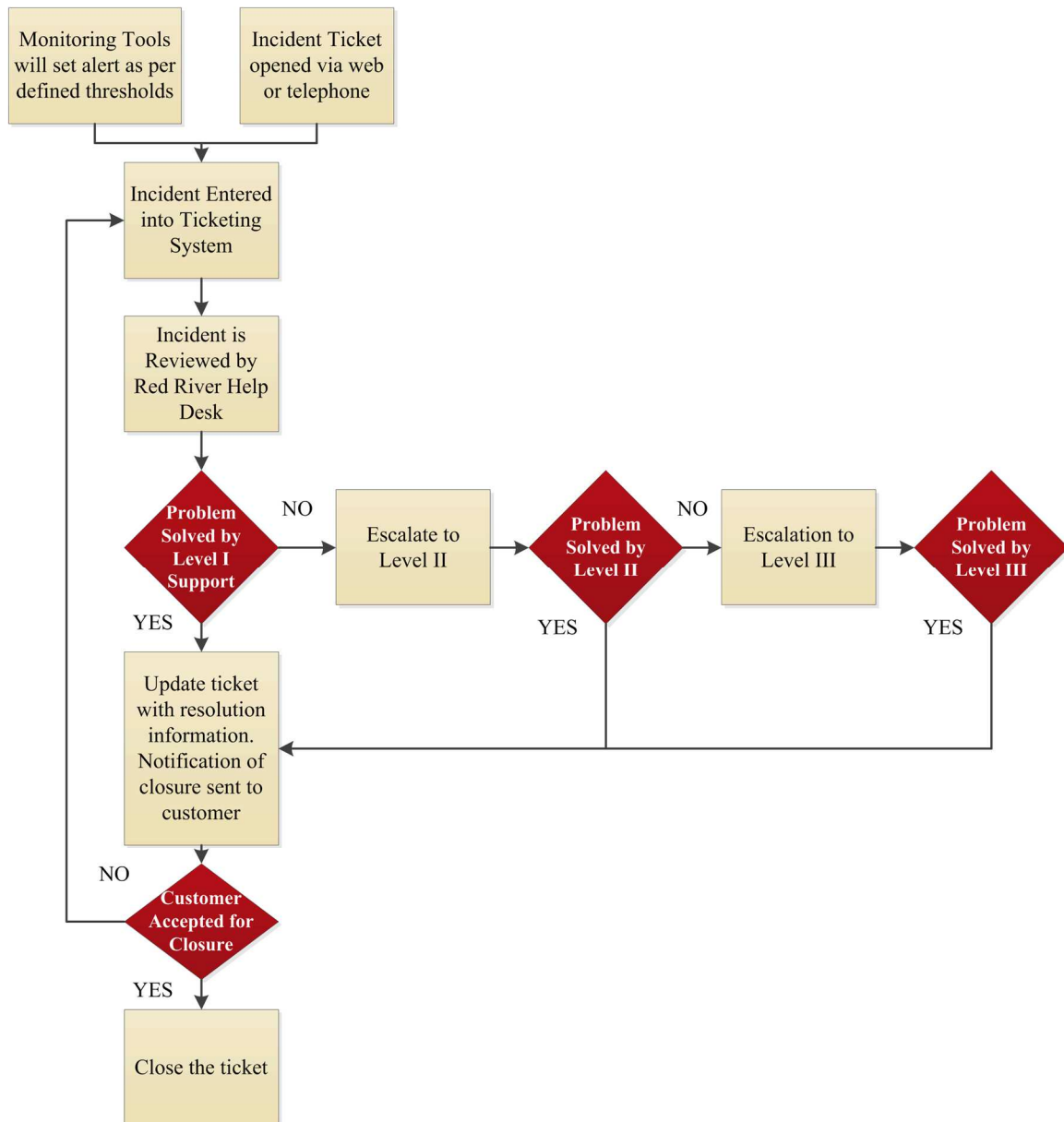
Red River will back up the configuration of network devices every 15 days or upon change in device configuration. The configuration backup will be stored in the Services Gateway for configuration management.

NOTE: Configuration backup will be an automated process if it is supported by the network device. If an automatic process is not supported then Red River will not be able to backup network device configuration.

Red River Scope/SLA

- ◆ If the configuration backup did not run during the scheduled time, Red River will verify the issue and resolve it. If the devices have missed or failed 2 (two) consecutive scheduled events, Red River will remediate the issues within the defined SLA categorized as priority 3 incident
- ◆ If the backup configuration event caused system related issues, the Red River team will be engaged within the defined SLA

4. INCIDENT MANAGEMENT PROCESS



5. SUPPORT BENCHMARKS

Support Window

Below are the hours of operations of the Red River Help Desk.

Definition	Days	Service Timings	Mode of Delivery
Remote Service Hours	Monday to Sunday	24 Hours	Remote

Standard business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time.

Incident Classification

Priority	Response SLA (Business Hours)	Response SLA (After Business Hours)	Description
P0: Critical	2 Hours	4 Hours	This is an EMERGENCY condition that significantly restricts the use of an application, system or network to perform any critical business function. This could mean that several departments of the customer are impacted.
P1: High	4 Hours	8 Hours	The reported issue may severely restrict use of key devices in the network. This could mean that a single department is impacted but the overall network and servers are functioning
P2: Medium	8 Hours	12 Hours	The reported issue may restrict the use of one or more features of the system, but the business or financial impact is not severe.
P3: Low	24 Hours	24 Hours	The reported anomaly in the system does not substantially restrict the use of one or more features of the product to perform necessary business functions.

ESCALATION MATRIX

The Red River Help Desk will call escalation contacts as defined by the Customer until someone is reached on the phone for a P0 issue. The Red River Help Desk will leave a message with each escalation point, and will send an email to the defined group as well.

Priority	Phone	Email	Ticket
P0: Critical	X	X	X
P1: High		X	X

P2: Medium		X	X
P3: Low		X	X

6. SUPPORTED TECHNOLOGIES

Inventory

The services described in this agreement are limited to the devices and technologies listed below. Red River and the customer may agree to adjust this list at any time using the change order form attached.

Supported hardware, software, and other technologies		
Quantity	Description	Location
1	MX400 Security Appliance	Nashua, NH
10	Meraki Switches	Nashua, NH
30	Meraki Access Points	Nashua, NH
1	Cisco 2921 Gateway	Nashua, NH
1	Cisco VG 224 Voice Gateway	Nashua, NH
1	Cisco Unity Connection	Nashua, NH
1	CUCM	Nashua, NH

7. COVERAGE OPTIONS

Options	Red River Manage
FEATURES	Proactive and Reactive Support Services combined with comprehensive maintenance contract coverage. Reporting, Monitoring, and Management.
24/7 Remote Monitoring	X
24/7 NOC Support	X
Web ticketing system	X
Remote management via Block of hours	48 hours per year
Red River Standard Operation Procedures (SOP)	X
Sev 1 SLA response during service hours	2 Hours
Network Configuration backup	X
Quarterly Business Reviews	
Red River Site Assessment	
Customer Specific Process Documentation (SOP)	
Red River Cloud Offerings (purchased separately)	
Service Account Manager	X
Red River Simplified Support	X

TERMS	
Monthly Billing	Monthly rate will be invoiced at the beginning of each month prior to service. Overages fees will be invoiced each month as needed, following service.
Reports	On-Demand Tickets open and closed, Interim Hours usage reports available upon request
Onsite Support	On-site support will be billed mileage and Travel time
Warranty Coverage	Hardware & software replacement is not covered in this contract. Red River can offer this coverage via smart services
Contract Length	36-Month Contract

X = Included

O = Optional

Red River Simplified Support

The support described in this section is quoted as Item Number RRMS-15Q01174-SS in Red River Quote Number -15Q01174.

What is Red River Simplified Support?

Red River Simplified Support, backed by Cisco Smart services, is an enhanced device maintenance and support agreement, available to Red River Managed Services customers. With Simplified Support, Red River's Network Operations Center (NOC) is the single point of contact for all technical assistance requests on the devices covered.

- All hardware replacement and Cisco TAC cases are handled by Red River's 24x7 NOC
- Customer web portal, RedConnect, provides view of support contract information for each covered device
- SmartCare Control Panel (where available from Cisco) provides Red River NOC with a single pane of glass for viewing Cisco device infrastructure:
 - Proactive notifications
 - End-of-Life/End-of-Support Announcements
 - Foundational Services streamline the NOC's access to Cisco resources such as TAC, OS and software updates, and hardware replacement options

Supported Products

This agreement provides Red River Simplified Support for the items listed below. No other items are covered by this agreement.

Device Identification Information	Product Information	Support Details
Serial Number: FHK1226F1QR Host Name: BG-VG224 IP Address: 10.10.10.12 Location: BGHS Nashua, NH	VOIP Gateway VG224 Cisco VG224 24-Port Voice over IP Analog Phone Gateway	Term: Through July 2015 8x5xNBD SC Portal: Yes

PRICING BREAKDOWN

Red Monitor

Quantity	Description	Price	Extended Price
0	Help Desk Services Setup Fee	\$0	\$0
36	RRMS-15Q01174-MR Monthly Recurring Rate	\$929.00	\$33,444.00
12	RRMS-15Q01174-SS Red River Simplified Support (12 Months) Invoiced in full on contract start date	\$30.00	\$360.00
As needed	Additional remote managed services hours	\$140/hr	
	Estimated Total for 1 year		\$11,508.00
	Estimated Total for 3 years		\$33,804.00

- Travel and Mileage billed upon actuals to customer
- The setup fee is a one-time charge
- Contract is 3 years in duration from July 1, 2015 through June 30, 2018
- Monthly invoicing will occur on the 1st of the month prior to service
- Payment terms are net-30 from RED RIVER invoice date, a 5% penalty will be applied to late payments

8. TERMINATION

Either party may terminate this agreement in the event that 1). the other party breaches any material obligation under this agreement and fails to cure such

breach within thirty (30) days after receiving written notification via certified mail, return receipt requested or by email with confirmed delivery of the particulars of such breach, or other cure period as agreed by both parties. The non-breaching party shall have the right, at its option, to terminate this Agreement immediately and seek any or all remedies available at law or in equity; or 2) the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business assets or become subject to any proceeding under a bankruptcy or insolvency law, domestic or foreign.

In any event, if the SOW is terminated as a result of Customer breach, Customer shall pay Red River, at a minimum for: 1) all service provided and undisputed expenses incurred up to the effective date of termination, in accordance with the applicable SOW; plus 2) any additional direct costs which Red River reasonably incurs, such as costs of terminating contractual obligations. If the SOW is terminated as a result of Red River breach, no further fees incurred after the date of breach, are owed by Customer.

10. POINTS OF CONTACT

The following individuals are designated as the primary points of contacts for receipt of official notices under this Agreement:

Red River Computer Co., Inc.	James Connal VP Contracts & Compliance 21 Water Street – Suite 500 Claremont, New Hampshire 03743 James.connal@redriver.com
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Bishop Guertin High School

NAME _____
ADDRESS _____
ADDRESS _____
CITY, STATE, ZIP _____
Email _____

APPROVAL TO PROCEED WITH PROJECT

The undersigned parties each understand and agree that this SOW accurately sets forth the services that RED RIVER will provide for Customer.

Following receipt of signed Contract Agreement and Customer's Purchase Order, a RED RIVER Project Manager will contact Customer to discuss next steps. RED RIVER requires a minimum of two (2) weeks' notice to begin support from date of receipt of signed Contract Agreement and Customer's Purchase Order. RED RIVER price quote is valid for ninety (90) days from date of this SOW.

Red River Computer Co., Inc.

Bishop Guertin High School

By: _____

By: _____

Name: James Connal

Name: _____

Title: VP – Contracts & Compliance

Title: _____

Date: _____

Date: _____

Return signed Agreement and Purchase Order to
richard.ackerman@redriver.com

CUSTOMER CONTACT
NAME: _____

CUSTOMER CONTACT
TITLE: _____

CUSTOMER PHONE
NUMBER: _____

CUSTOMER EMAIL
ADDRESS: _____

PROJECT SITE ADDRESS: _____

APPENDIX 1

APPROVED CONTACT LIST

The following users from your site will be setup and authorized to open trouble tickets in the system. Red River will provide the login and process information during the on boarding process.

Full Name	Location	Email Address	Phone Number	Mobile Number

CHANGE ORDER FORM

The following form is to be used in the event of required changes to the contract. These changes may include added support hours or added devices under contract.

Change to contract # RRMS_____

Quantity Change	Details	Price

(Signature)
Customer

(Print Name)

Date

Red River Computer Co.,
Inc.

Date