

- 1. SERVICES AGREEMENT:** This order form is governed by the terms set forth herein, known as the “Agreement,” between Quest and City of Menifee (Client), each referred to as “party” and collectively as the “parties.”

Quest’s NASPO ValuePoint Master Agreement number **AR2505** and California Participating Addendum number **7-17-70-40-03** must be noted on any resulting Purchase Order.

This SLA follows the NASPO ValuePoint Master Agreement Terms and Conditions and its order of precedence which is as follows:

- California Participating Addendum Number 7-17-70-40-03
- UT NASPO ValuePoint Master Agreement Number AR2505
- UT Solicitation CH16012 including all Addendums
- Contractor’s response to Utah’s Solicitation
- This Service Level Agreement issued against the Participating Addendum

2. SOLUTION DESCRIPTION

2.1 Backup Service – Primary Target

2.1.1 Client shall provide the Primary Target platforms.

2.1.1.1 Client is responsible to procure at their own expense and separate from this Agreement any additional storage or material for the Client provided Primary Target platforms.

2.1.2 Quest will maintain backend platform, including platform updates, patches, hot fixes for the duration of the Agreement.

2.1.3 Quest will perform troubleshooting and remediation of backup infrastructure (hardware and platform software) issues as part of service.

2.1.3.1 If the failure or issue is outside of backup infrastructure, engagement of Quest resources will be billable per the technical support rates.

2.1.3.2 Client is responsible for maintaining environmental conditions/surroundings (cooling, Uninterrupted Power Supply (UPS), commercial power, rack, access control, etc.) of on-site infrastructure. If failure or issue was due to or caused by Client then Client will be responsible for payment to Quest for remediation efforts, including replacement of hardware/software if necessary.

- 2.1.4** Quest will monitor and alert 24/7 on up to 40 named servers with the following understanding:
 - 2.1.4.1** Quest will notify Client of any failed job.
 - 2.1.4.2** Quest will attempt to restart any failed job as part of service.
 - 2.1.4.3** Isolation, troubleshooting, or remediation efforts beyond restarting a failed job will be billed per the technical support rates.
 - 2.1.4.4** Client will provide Quest with documented named list of jobs for this service.
- 2.1.5** Upon Client request, basic configuration changes to the platform requested on behalf of Client will facilitate through the Quest Network Operations Center for processing. Requested basic configuration changes, up to four hours are included as part of service. Assistance beyond four hours will be billed per the technical support rates.
 - 2.1.5.1** Add and removal of backup job.
 - 2.1.5.2** Backup job adjustment.
- 2.1.6** Advanced configuration changes, upon request of Client, may be performed by Quest at the technical support rates, include but is not limited to the following items:
 - 2.1.6.1** Deployment of new technologies, feature sets, or hardware/software.
 - 2.1.6.2** Installation, migration, cut over, replacement, or deployment of appliances.
 - 2.1.6.3** Integration of features with third party services (ex. automation, monitoring, authentication, scripting).
- 2.1.7** Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.1.8** Upon Client request, up to once per month, Quest will be available for review of firmware updates on contracted asset(s). Installation of minor point releases (5.1.X to 5.1.XX) are included as part of service for backup environment. Major revision updates or updates for new/additional functionality are not included but can be done under a

separate billable project. Version upgrades, changes to platform are available per the technical support rates.

2.1.8.1 Criticality and release of update(s) are determined by the manufacturer.

2.1.8.2 Client and Quest will document the updates process and maintenance window during installation of SLA. Both parties must agree on the patching process prior to implementation of service.

2.1.9 Storage overages will be based on peak monthly usage.

2.1.10 Client is responsible for verifying, communicating, and notifying Quest of all data (drives, servers, VMs, etc.) that require to be backed up.

2.1.11 Client is responsible for providing a list of assets to backup and to notify the Quest Network Operations Center for moves, adds, or changes to backup jobs or additions.

2.1.12 Client is responsible for backup policies and retention management of backups.

2.1.13 DR Testing is outside of scope of this SLA but is available via optional services offered by Quest.

2.1.14 If Client fails to respond or provide direction, Quest reserves the right to adjust/filter alert/thresholds notifications to Client so long as Quest notifies Client of its intention to do so due to misconfiguration or an ongoing event the Client is experiencing which may cause an interruption to Quest's notification service

2.1.15 Upon expiration or termination of this Agreement, Quest retains provided software.

2.2 Microsoft 365 Backup Agent

2.2.1 Quest will host (cloud-to-cloud) Cloud Backup for Microsoft 365 agents per the quantity in [Section 3](#) to Client for Client mailboxes.

2.2.2 Quest will provide Client an off-site cloud target per the quantity listed in [Section 3](#).

2.2.3 The target will be hosted out of the Quest data center located in the U.S. Eastern region.

2.2.4 Services include backup capability for Exchange, OneDrive, SharePoint, and Teams.

- 2.2.5 Upon Client request, configuration changes will be performed by Quest on a time and material basis per the technical support rates.
- 2.2.6 Client shall be liable and responsible to follow all vendor licensing terms and conditions where applicable.
- 2.2.7 Client, at their own expense and separate from this Agreement, will procure and maintain any Microsoft Office 365 licensing. Quest is not providing nor maintaining any Microsoft licensing on the Client. Client shall be liable and responsible to follow all vendor licensing terms and conditions where applicable.
- 2.2.8 Furthermore, Client assumes full responsibility for Microsoft licensing along with the responsibility for licensing any other products not noted as provided by Quest in this Agreement.
- 2.2.9 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.3 Backup Service – Veeam Cloud Connect

- 2.3.1 Quest will provide two Veeam Cloud Connect BaaS Targets to Client per the noted target size in [Section 3](#).
- 2.3.2 The Target will be hosted out of the Quest data center located in the U.S. Eastern region.
- 2.3.3 Quest will provide Client with up to 200 Mbps of ingress bandwidth as part of service. Service also includes four (4) data streams as part of service.
 - 2.3.3.1 100 Mbps and two (2) data streams will be provided to City Hall.
 - 2.3.3.2 100 Mbps and two (2) data streams will be provided to the Police Department.
- 2.3.4 Client is responsible for keeping and maintaining Veeam encryption keys, which encode and decode initial data blocks or underlying keys in the key hierarchy. Failure to maintain these keys may result in the inability to restore data. Quest does not have access to any encryption key.

- 2.3.5 Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.3.6 Client understands that engagement of Quest for restoring the environment from cloud backup files is a best-effort service and acknowledges that Quest is not responsible for any performance degradation, multiple data copies, loss of data, bandwidth limitations or errors on the restored environment as the success of the restoration or the data at rest depends on the reliability of the backup.
- 2.3.7 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.4 Veeam Recycle Bin

- 2.4.1 As included with the BaaS offering, Quest will provide the Veeam Recycle Bin service, configured for five days max retention, to Client.
- 2.4.2 Quest is not liable for data moved to the recycle bin nor responsible for restoration if data is moved to the recycle bin.
- 2.4.3 Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.4.4 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.5 Backup Service – Protected Storage Target

- 2.5.1 Quest will provide two (2) off-site protected storage targets to Client per the noted target size in [Section 3](#).
- 2.5.2 Quest will utilize the Primary Cloud Connect target copy to create the immutable storage copy of the backups. This will be a one-to-one replica of the Cloud target.
- 2.5.3 The object lock period will be defined by Client during onboarding.
- 2.5.4 Upon expiration of the object lock period, data may be altered/deleted.
- 2.5.5 Client understands that engagement of Quest for restoring the environment from cloud backup files is a best-effort service and acknowledges that Quest is not responsible for any performance degradation, multiple data copies, loss of data, bandwidth limitations

or errors on the restored environment as the success of the restoration or the data at rest depends on the reliability of the backup.

2.6 Storage Quarterly Review

2.6.1 Upon Client request, up to once per quarter, Quest will review Client's storage usage.

2.6.2 Includes up to one (1) 60-minute call with Client to review findings upon Client request.

2.6.2.1 Engagement of Quest beyond review and single call is not included and will be performed, as requested by Client, on a time and material basis per the technical support rates.

2.7 Service Assumptions

2.7.1 Unless otherwise noted Client will provide the equipment, including hardware and/or software, for the duration of the Agreement. Furthermore, and separate from this Agreement, Client, at their own expense, will keep and maintain vendor support, maintenance, software, and licensing contracts for the duration of this Agreement.

2.7.2 For the duration of the Agreement Client must keep and maintain vendor licensing for any and all systems that Quest is contracted to provide support services. For systems that are no longer covered by support contracts or have reached the manufacturers' end-of-life, or are out of the support term, any engagement of Quest for support or remediation will be billable per the technical support rates.

2.7.3 For Quest provided software only, Quest will maintain software maintenance contracts, provided licensing has not been listed as End-of-Life (EOL) by vendor. If licensing becomes EOL during agreement term, Quest will provide time and material best effort support to Client, billable per the technical support rates. Quest will not be held liable for any hardware/software vulnerabilities or bugs as part of EOL licensing.

2.7.4 Unless otherwise noted within this Agreement or amended thereafter, Quest will provide best effort support for third-party applications on a time and materials basis per the technical support rates.

2.7.5 Client is responsible for providing all policies including but not limited to security configuration, rule sets, and alert notification.

- 2.7.6** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for providing data backup, data retention, and backup policy separate from this Agreement and the management thereof.
- 2.7.7** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for the management of patching of all platforms, devices, licensing, or other services described or not described herein. Furthermore, and for the sake of clarity, Client is responsible for the deployment and management of patches, updates, security patches, firmware updates, application enhancements, and application integration.
- 2.7.8** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for monitoring and managing the OS and development of third-party applications.
- 2.7.9** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for monitoring and managing the VMware/hypervisor.
- 2.7.10** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for procuring, managing, and maintaining, separate from this Agreement, antivirus, anti-malware, and other security tools/applications.
- 2.7.11** Unless otherwise noted within this Agreement or amended thereafter, Client is responsible for the monitoring and management of all platforms, licensing, alerts, performance, or events.
- 2.7.12** Notwithstanding remote support, any and all requests for on-site work by Quest are billed, at included rates, with the noted minimums.
- 2.7.13** Unless otherwise noted within this Agreement or amended thereafter, any unused hours do not roll over.
- 2.7.14** If Client fails to respond or provide direction, Quest reserves the right to adjust/filter alert/thresholds notifications to Client so long as Quest notifies Client of its intention to do so due to misconfiguration or ongoing event the Client is experiencing which may cause an interruption to Quest's notification service.

- 2.7.15** Quest has no liability whatsoever for the consequences resulting from the installation of any patches, or any attempt by Quest to install the patches. It is Client's sole and exclusive responsibility to determine if installation of the patches will damage the Client's data, or otherwise affect the operation of the services, as provided to, or used by, Client.
- 2.7.16** Unless otherwise noted within this Agreement or amended thereafter, if patching services are selected or provided, patching service does not include centralized patching platform or licensing.
- 2.7.17** Unless otherwise noted within this Agreement or amended thereafter, patching does not include version or firmware updates unless otherwise indicated.
- 2.7.18** Operating systems must be on a currently supported platform and must never operate on deprecated versions which are not currently under support at the time of delivery.
- 2.7.19** Any outage caused by operating system patches shall not be grounds for any SLA credit. Client agrees to not hold Quest responsible for any unanticipated side effects or issues caused by patching.
- 2.7.20** If patching services are selected or provided by Quest, Client is responsible for checking status of devices after such patches are applied. Quest will not be held responsible if patches cannot be backed out or if Client devices cannot reasonably be returned to a pre-patch state.
- 2.7.21** Upon Client request zero-day or emergency patches assistance or consulting provided by Quest will be provided on a time and material basis per the technical support rates.
- 2.7.22** If patching services are selected or provided by Quest, any patches that cannot be applied due to Client's devices are unavailable at time of patch will be addressed under support rates to upload the patch.
- 2.7.23** Upon termination of Agreement, Client forfeits any and all rights, including usage of any Quest provided, hardware, software, licensing, and subscriptions.

2.8 Service Provisioning/Onboarding

2.8.1 Quest will perform the following items during service onboarding or installation per the onetime fee(s) noted in Section 4. Items not listed or noted as not included are not included in the onetime fee and any engagement of Quest to perform such activities will be done on a time and material basis per the technical support rates.

2.8.1.1 Quest will move Microsoft 365 backup target to Eastern region.

2.8.1.2 Quest will move two VCC cloud targets to Eastern region.

3. SERVICES

3.1 The following table identifies the list of components.

Group	Components	Qty.	Unit Measurement
2.1	Backup Target Monitoring	2	Per Device
2.1	Backup Target Patching	2	Per Device
2.1	Backup Service Job Alert Notification	40	Per Server
2.2	Veeam Microsoft 365 Backup Agent	400	Per Mailbox
2.2	Veeam Microsoft 365 Backup Storage	20	Per TB
2.3	Backup Service Veeam Cloud Connect (City Hall)	65	Per TB
2.3	Backup Service Veeam Cloud Connect (Police Department)	39	Per TB
2.3	Backup Service Data Stream	4	Per Stream
2.3	Backup Service Bandwidth	200	Per Mbps
2.4	Backup Service Veeam Recycle Bin	5	Per Day Retention
2.5	Backup Service Protected Storage (City Hall)	65	Per TB
2.5	Backup Service Protected Storage (Police Department)	39	Per TB
2.6	Storage Review	4	Reviews per Year

4. INVESTMENT AND TERMS:

The following table identifies Client's investment for the service package.

Quest Select Service Package	Term of Service	Service Charge
Selected Service Package (Services listed in Section 2.1 – 2.7)	36 Months	\$78,852.00 / Year
Provisioning/Onboarding Service (Services listed in Section 2.8)	NRC	Time and Material
Customization, How to Support, Configuration Services		Time and Material

- 4.1** All fees are in US Dollars. Pricing subject to change and may fluctuate during the term of the Agreement based on vendor-imposed modifications.
- 4.2** The service charge will increase by three percent (3%) annually on the Agreement's anniversary date.
- 4.3** Incident Response, data and/or application migration services are available upon request for an additional fee/cost.
- 4.4** Technical support provided by Quest that falls outside of the noted included service(s) shall be billed by Quest on a time and materials basis pursuant to the following rate schedule. Please note that any on-site support provided outside of the United States will vary in actual engineering rate(s). Upon request, Quest and Client will discuss international rates based on location and request specifics at time of request from Client.

4.4.1 Technical Support Rates

Remote (Quest NOC) Support (billed in 15-minute increments)

Cable Plant at Quest Data Center	\$95 per hr.
Desktop/Printer	\$98 per hr.
Project Coordinator	\$105 per hr.
Video Surveillance, Access Control	\$130 per hr.
Audio/Video, Video Conferencing	\$130 per hr.
Router, Switch, Server, Storage, or SaaS Support	\$225 per hr.
Program or Project Manager	\$185 per hr.
SQL, .NET, SharePoint	\$265 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$265 per hr.
DevOps/SSO/Orchestration Engineer	\$285 per hr.
Security Incident Emergency Response Resource	\$325 per hr.

On-Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

City of Menifee
Service Level Agreement

Data Cabling	\$98 per hr.
Travel	\$80 per hr.
Desktop/Printer	\$105 per hr.
Project Coordinator	\$160 per hr.
Video Surveillance, Access Control	\$160 per hr.
Audio/Video, Video Conferencing	\$160 per hr.
Router, Switch, Server, Storage, or SaaS Support	\$270 per hr.
Program or Project Manager	\$210 per hr.
SQL, .NET, SharePoint	\$295 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$295 per hr.
DevOps/SSO/Orchestration Engineer	\$310 per hr.
Security Incident Emergency Response Resource	\$345 per hr.

After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

Data Cabling	\$115 per hr.
Travel	\$90 per hr.
Desktop/Printer	\$140 per hr.
Video Surveillance, Access Control	\$170 per hr.
Audio/Video, Video Conferencing	\$210 per hr.
Router, Switch, Server, Storage or SaaS Support	\$295 per hr.
SQL, .NET, SharePoint	\$310 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$320 per hr.
DevOps/SSO/Orchestration Engineer	\$355 per hr.

4.4.2 Emergency Incident Threat Response Services is available at time and material rates:

- 4.4.2.1** An immediate response to the threat.
- 4.4.2.2** Assess your security posture against the threat.
- 4.4.2.3** Determine the level of effort required to protect Client assets.
- 4.4.2.4** Work to prevent, detect, and respond to incidents.
- 4.4.2.5** Identify and mitigate complex security vulnerability.
- 4.4.2.6** Provide risk analyses and recommendations for threat eradication.
- 4.4.2.7** Provide forensic analysis to determine extract threat vector.

4.5 Rates listed above exclude Professional Service engagement(s) and/or project(s) and are subject to rates listed in any separate engagement documents. Please contact the Quest account manager, technical consultant, or service manager for engineering rates that may fall outside of listed engineering services.

- 4.6 Quest reserves the right to adjust technical support rates.
- 4.7 Costs for the services will be billed and paid by Client through an Automatic Clearing House (ACH) process, initiated by Quest.

5. OVERAGE FEES

- 5.1 Quest will invoice Client for non-recurring charges and other services (e.g., usage, overages, material) when such services are provided, requested or not, and based on the peak quantity for that month. Fees will be charged automatically each month for NRC/other services incurred during that month or any preceding months.
- 5.2 For described services herein, if Client shall exceed at any time during any month the service base quantities as noted in [Section 3](#), Client will be billed monthly per the fees noted below.
 - 5.2.1 Backup Service Veeam Cloud Connect: \$35.00 per TB.
 - 5.2.2 Backup Service Veeam Recycle Bin: \$15.00 per day.
 - 5.2.3 Backup Service Protected Storage: \$30.00 per TB.
 - 5.2.4 Backup/Replication Job Monitoring: \$65.00 per server.
 - 5.2.5 Backup Service Veeam O365 Backup Agent: \$9.00 per license.
 - 5.2.6 Backup Service Veeam Physical Backup Agent: \$18.00 per license.
 - 5.2.7 Backup Service Veeam VMware VM Backup Agent: \$16.00 per license.



City of Menifee
Service Level Agreement

The signatures below denote agreement to and approval by authorized representatives for the execution of this agreement:

CLIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

QUEST:

Signature: _____

Name: _____

Title: _____

Date: _____