

ANNUAL SERVICE PROTECTION PLAN BETWEEN LARAMIE COUNTY AND VTI SECURITY

This Service Protection Plan ("SPP") is hereby subject to and incorporated into the Master Services Agreement ("Agreement") between Laramie County ("CLIENT" or "COUNTY") and VideoTronix, Incorporated ("VTI" or "VTI SECURITY") pursuant to Article 29.2 of the Agreement. This SPP shall be considered Exhibit A to the Agreement and shall supersede any prior existing Exhibit A to the Agreement and any prior existing Service Protection Plan between the Parties. The Agreement itself has an effective date of August 1, 2017, and it remains subject to an Addendum between the Parties with an effective date of September 20, 2017 ("Addendum"). The Parties hereby intend for this SPP to be subject to and incorporated into the Addendum to the full extent that it is subject to and incorporated into the Agreement.

By executing this SPP, VTI agrees to provide Products and Services to and for CLIENT according to the terms and conditions and descriptions in this SPP and for the consideration from CLIENT as outlined in this SPP. Only the Products and Services listed in the Special Provisions section of this SPP are covered by the Options herein.

This SPP is effective for the following Term:

Term Begin Date: October 1, 2019

Term End Date: September 31, 2020

Services to be furnished at: Multiple – See Special Provisions

Silver Protection Plan

Monday through Friday, 8-5p \$22,000

Monthly System Health Check \$0

Software Support Agreements

S2 & Milestone \$14,300

SPP PRICE (paid annually in advance):

SUB TOTAL	\$36,300.00
TOTAL SPP PRICE	\$36,300.00

The Parties, intending to be legally bound by all the terms and conditions stated herein, have caused this SPP to be signed below by their duly appointed representatives and is effective for the above-listed Term.

VTI

Name Bryan Viau

Title COO

Signature *Bryan Viau*

Date 9/12/2019

CLIENT - Laramie County Government

Name

Title

Signature

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



SERVICE PLAN

SILVER PROTECTION PROGRAM

Products and Services Covered

The Special Provisions section herein will include the sole and complete list of Products and Services covered under this SPP. Additional Products or Services may only be added to the SPP by executing a new SPP.

SOFTWARE SUPPORT AGREEMENT ("SSA")

CLIENT may purchase a Software Support Agreement ("SSA") through VTI in conjunction with other Services, or as a stand-alone option, though the End User License Agreement ("EULA") is between CLIENT and the SSA manufacturer. Labor costs associated with SSAs under this SPP are included. PLEASE NOTE: SSA PRICES ARE BASED ON THE PRESUMPTION THAT EITHER (1) THE SSA IS PURCHASED IN CONJUNCTION WITH NEW SOFTWARE. OR (2) THE PRIOR SSA WAS PURCHASED THROUGH THE MANUFACTURER AND KEPT CURRENT AT ALL TIMES. ADDITIONAL COSTS MAY APPLY IF ANY SSA HAD A LAPSE IN COVERAGE OR WAS NOT CURRENT AT THE TIME THIS SSA BECOMES EFFECTIVE.

An SSA shall cover the purchase or renewal of a manufacturer's software support for the CLIENT's applicable Products and Services. Unless otherwise noted in the Special Provisions section herein, updates offered by the software manufacturer, major system revisions, and upgrades are not covered under this SPP.

Included

- Original installation disks and licenses will be provided by CLIENT with administration level passwords for all software and operating systems as needed.
- *Minor System Upgrade* – Software revisions and upgrades are any released software updates from the manufacturer that keep the current main version but upgrade the lesser subversion. As an example a software update from version 1.1 to version 1.2 is considered a minor upgrade.

Excluded

- *Major System Upgrade* – Any software updates released by the manufacturer that will take the existing software platform to an entirely new version. Example: a software upgrade from version 1.0 to 2.0 is considered a Major System Upgrade.

GENERAL PROVISIONS AND CLARIFICATIONS

MISCELLANEOUS

CLIENT shall pay the SPP Price prior to the commencement of Services or as otherwise outlined in this SPP.

This SPP supersedes any previous SPP with regard to the System Equipment listed in the Special Provisions section herein.

Capitalized terms in this SPP have the same definitions as in the Master Services Agreement.

If applicable, any purchase or leasing of additional Products pursuant to fulfilling the terms of this SPP will be billed separately.

CLIENT must have all systems and software covered under this SPP in full working condition at the time VTI assumes responsibility for its obligations under this SPP.

Non-emergency requests for Services to be completed during After Hours, Weekend, or Holiday times will be billed at the negotiated labor rates in the Special Provisions section herein.

SERVICE CALL PROCEDURES

1. CLIENT may submit a Service Call by:

Calling 866-863-0828 (toll free), Emailing Service@VTIsecurity.com, or through the VTI Client Portal

2. VTI will confirm receipt of phoned-in Service Calls at the time of call. Emailed Service Calls will be confirmed to CLIENT once opened.
3. VTI will provide an ETA to CLIENT according to the Call's priority level.

Emailed Service Call & Requests placed through VTI Client Portal are not monitored during After Hours, Weekend, or Holiday times and will be responded to the next business day.

All Service Calls made during After Hours, Weekend, and Holiday times must be made by calling 866-863-0828 and following the instruction prompts and may be subject to additional charges not covered by this SPP. Please see the Special Provision Section for a full listing of all covered items

For an equipment shipment to be processed same day, CLIENT must notify VTI of specific order needed by 1:00 pm CST.

HOURS OF OPERATION AND HOLIDAYS OBSERVED

VTI maintains the following hours of operation:

Business Hours	M-F	8:00 A.M. to 5:00 P.M. CMT	Standard Service Hours
After Hours	M-F	5:00 P.M. to 8:00 A.M. CMT	After Hours Emergency Service Only
Weekends	S-S	12:00 A.M. to 11:59 P.M CMT	After Hours Emergency Service Only
Holidays		12:00 A.M. to 11:59 P.M CMT	After Hours Emergency Service Only

VTI observes the following holidays:

New Year's Day	Memorial Day	Independence Day	Jim Bryan Day (December 24, 2018) (July 5, 2019)
Labor Day	Thanksgiving Day	Christmas Day	

All After Hours labor shall be based on the local time zone for that site.

STANDARD RATES AND CHARGES

These Standard Rates apply to any Services provided under the following scenarios:

- Services not covered under this or any other SPP;
- After termination of the Master Services Agreement or this SPP.

	Mon-Fri 0800-1700	Mon-Fri 1700-0759	Sat., Sun., Holidays
Labor Rates	\$120.00 per hour, 2 hour minimum	\$180.00 per hour, 2 hour minimum	\$240.00 per hour, 2 hour minimum
Metro Trip Charge*	\$45 + Time in Transit	\$45 + Time in Transit	\$45 + Time in Transit
Outside Metro Trip Charge*	\$45.00 + Time in Transit (round trip) 2 Hour Minimum	\$45.00 + Time in Transit (round trip) 2 Hour Minimum	\$45.00 + Time in Transit (round trip) 2 Hour Minimum

*Metro means any site within a 30 mile radius of the local office providing Services.

VTI CLIENT SERVICES CONTACT LIST

Service Coordinator

Telephone Number: 866-863-0828

E-Mail: service@vtisecurity.com

Service Manager: Ray McGrady

Name/Title: Client Services Manager

Telephone Number: 303-216-2700

E-Mail: Ray.McGrady@vtisecurity.com

Service Director: Alex Motta

Name/Title: Director, Client Services

Telephone Number: 952-894-5343

E-Mail: Alex.Motta@vtisecurity.com

STANDARD EXCLUSIONS

- THE COST OF PARTS, EQUIPMENT, OR OTHER PRODUCTS NOT RELATED TO EXISTING COMPONENTS THAT HAVE FAILED ARE NOT INCLUDED IN THIS SPP.
- CABLING, FIBER, OR OTHER MODES OF COMMUNICATION INFRASTRUCTURE ARE NOT INCLUDED IN ANY PART OF THIS SPP.
- LABOR FOR MAJOR SYSTEM UPGRADES ARE NOT INCLUDED IN SPP COSTS. ADDITIONAL EXCLUSIONS MAY BE LISTED IN THE SPP QUALIFICATIONS

SERVICE CALL DEFINITIONS & RESPONSE TIMES

CLIENT may expect the Response Time and Estimated Time of Arrival (“ETA”) listed below for each priority level of Service Call. Additionally, CLIENT may determine whether a Service Call is Standard or Priority at the time of the request for Services; however, an Emergency Call is defined below.

STANDARD SERVICE CALL

- On-site/remote response time within five business days
- Confirmation of request within 2 hours of receipt
- Confirmation of ETA within 8 hours

PRIORITY SERVICE CALL

- On-site/remote response time within two business days
- Confirmation of request within 2 hours of receipt
- Confirmation and ETA within 4 hours

EMERGENCY SERVICE CALL

- Same day on-site/remote response
- Confirmation and ETA within one hour

SCHEDULED SERVICE CALLS

- (for scheduled requests beyond a 5 day response)
- Confirmation of request within 2 hours
- ETA scheduled within 2 days

SPECIAL PROVISIONS

A. All Services Covered by this SPP

Business Hours Emergency Response
Priority Response
Standard Response
Software Support Renewals for S2 & Milestone Systems
Labor for repair and replacement
Annual System Software Patch & Minor Revision Upgrades

B. Additional Exclusions

C. Covered Sites

WY-Cheyenne-13797 Prairie Center Circle (Public Works)
WY-Cheyenne-1910 Pioneer Avenue (Sheriff's Department)
WY-Cheyenne-2001 Carey Avenue (Records Building)
WY-Cheyenne-309 West 20th Street-Courthouse
WY-Cheyenne-310 W. 19th Street-Historic West
WY-Cheyenne-3931 Archer Parkway (Archer Public Works)
WY-Cheyenne-3931 Archer Parkway (Archer Shooting Range)
WY-Cheyenne-3964 Archer Parkway (Coroner's Office)
WY-Cheyenne-3966 Archer Parkway (Planning and Development)

D. Special Terms and Conditions