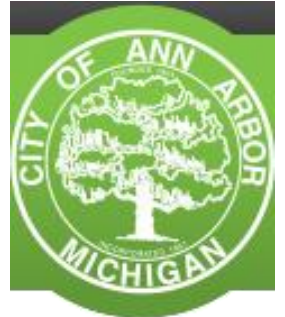




Agreement for Professional Services Prepared for:



Cireson Consulting Services

2/7/2017 (v1.1)

Prepared by: Billy Wilson

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Table of Contents

| | |
|--|----------|
| Revision History | 3 |
| General Information | 3 |
| Solution Overview | 4 |
| Scope of Services | 4 |
| Assist City of Ann Arbor with SCSM & Cireson Service Management configuration/extensibility | 4 |
| Assumptions | 4 |
| Customer Responsibilities | 6 |
| Schedule | 7 |
| Professional Service Fees | 7 |
| Business Hours | 7 |
| Travel and Living Expenses | 7 |
| Terms and Conditions | 8 |
| General Terms and Conditions | 8 |
| Cireson Consulting Services Support Terms and Conditions..... | 8 |
| Approvals | 9 |

Revision History

| Version | Date | User | Status |
|---------|------------|---------------|--|
| 0.1 | 10/26/2016 | Billy Wilson | Initial Submission for Internal Review |
| 1.0 | 10/28/2016 | Seth Coussens | Submission for customer review |
| 1.1 | 2/7/2017 | Billy Wilson | Republish for expiration – no changes made |
| 1.0 | 2/7/2017 | Seth Coussens | Re-Submission for customer review |

General Information

This Agreement for Professional Services (“APS”) is entered into between City of Ann Arbor (“Client”) and Cireson LLC. (“Cireson”). The method of delivery for this APS is a Time and Materials fashion – Professional Services Hours.

Cireson Contact Information:

| | |
|--------------------------|--|
| Contact Name: | Justin Roux |
| Street Address | 3960 W. Point Loma Blvd, #H290 |
| City, State, Zip: | San Diego, CA 92110 |
| E-Mail Address: | Justin.Roux@cireson.com |
| Phone #: | (813) 230-4770 |

Client Information:

| | |
|--------------------------|---------------------|
| Contact Name: | Jason McKinley |
| Street Address | |
| City, State, Zip: | Ann Arbor, MI |
| E-Mail Address: | JMcKinley@a2gov.org |
| Phone #: | |

Solution Overview

Cireson will provide professional services to support the client in System Center Service Manager (SCSM) and Cireson configurations.

The following represents high-level requirements and objectives for this project as defined by the Client:

- Assist City of Ann Arbor with SCSM & Cireson Service Management configuration/extensibility

The solution will consist of the following technologies:

- Microsoft System Center 2012 Service Manager (“SCSM”)
- Microsoft System Center 2012 Orchestrator (“SCORCH”)
- Microsoft System Center 2012 Configuration Manager (“SCCM”)
- Cireson Self-Service and Analyst Portal (“Cireson Portal”)
- Cireson Asset Management (“Cireson AM”)

All aspects of the project from the start to the end are represented based on best practices put forth by the Information Technology Infrastructure Library (“ITIL”), Microsoft Operations Framework (“MOF”), International Association of IT Asset Managers (“IAITAM”) and Microsoft and Cireson best practice approach surrounding Microsoft System Center 2012.

Scope of Services

Assist City of Ann Arbor with SCSM & Cireson Service Management configuration/extensibility

- Assist City of Ann Arbor with any SCSM and/or Cireson Service Management application configurations or extensibility requirements in the time allotted

Assumptions

This scope of services may change based upon the change in Client direction or other factors that emerge during the course of the engagement. Factors may include, but not limited to:

1. The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
2. Some unforeseen requirements discovered during the Envisioning and Planning phases may require additional effort not estimated in the original Statement of Work. Such additional effort

- will be estimated as Time and Materials and proposed to the Client's team as an addendum to the existing Statement of Work.
3. All work shall be scheduled and performed during normal Cireson business hours as reasonably possible (see Business Hours).
 4. The Cireson team may perform portions of the work either onsite or offsite, depending on the nature of each task.
 5. The total cost assumes that Cireson resources are reasonably used in a full time capacity. Significant schedule delays could impact the estimated hours provided.
 6. Cireson shall not take responsibility for any errors, incompatibilities or defects in third party software or network devices. Any errors, incompatibilities, or defects in such software or devices may add time and cost to this project.
 7. Unless specifically noted, Cireson does not guarantee compliance with Sarbanes-Oxley, HIPAA, or any other regulatory or industry documentation requirements.
 8. Cireson is not responsible for delays, errors, or omissions caused or incurred by other parties. Such delays, errors, or omissions may increase the time and cost of the project.
 9. Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, as a result of the discovery, a change order will be presented for approval prior to commencement of the associated work.
 10. The Client understands the success of this project is dependent upon the participation of internal Client staff, third party vendors, and equipment availability based on the procurement of hardware to facilitate project needs if required. Participation levels will be communicated during the engagement.
 11. This SOW shall expire 60 days from the SOW date listed above unless executed by both parties.
 12. Cireson will require administrator and or security officer level access to complete the tasks outlined in this SOW. In order to perform specific tasks required, Cireson will need direct access to the systems.
 13. The Cireson team assumes that the Client will have the proper facilities, space, and hardware equipment to support the efforts of the joint project team. This may include all necessary hardware required for the installation and testing of each technology being designed.
 14. The Client will review interim and final deliverables and report acceptance or discrepancy to the Cireson team within one week of submission of deliverables.
 15. All professional project expenses will be reimbursed as incurred. Expenses include, but are not limited to, airfare, mileage, travel accommodations, shipping, document production, etc.
 16. The Client will provide, unless otherwise agreed to in writing, all test cases, test data, procedures, and personnel needed to conduct the acceptance testing of the solution, including interfaces during the planning phase.
 17. The Client will provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology.
 18. Cireson employees will be "hands-on" working with the client's solution in each environment where the solution will be deployed.

19. No remediation or redesign/reconfiguration required for enterprise deployment.
20. Cireson will not be responsible for any major design issues, configuration issues, or health issues identified during the engagement pertaining to infrastructure or applications not directly developed or configured by Cireson. As an example, Cireson would not be responsible for any identified network configuration or health issues impacting connectivity or performance issues with the overall solution.
21. Client's infrastructure including, but not limited to; Windows Server(s), Hypervisors, Active Directory, DNS, DHCP or any system(s) and service(s) utilized in respect to the developing, developed or deployed solutions proposed in this Statement of Work is in a healthy, operable, working state as deemed by Cireson's technical staff in all Active Directory domains wherein the developing, developed or deployed solutions or technologies will be used within.
22. Client's Asset Management data ("Data"), which will be utilized within the scope of this project shall be prepared by Client ahead-of-time, prior to the project start date. This Data will be evaluated, and if the Data is deemed to require additional normalization and rationalization as determined by Cireson's technical staff, or resulting in additional work as determined by Cireson's technical staff, Cireson will notify the Client Primary Contact detailed in this document. Additional time may be requested in the form of an Addendum to this SOW or Change Request to accommodate for any delays in schedules due to additional normalization and rationalization activities.

Customer Responsibilities

1. Client shall designate a representative to be the Client Primary Contact. This representative shall be the focal point for all communications relative to this project and shall have the authority to act on Client's behalf in matters regarding this project.
2. Client shall provide accurate information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
3. Client shall grant Cireson adequate and reasonable access to their network, servers, and end-user's PCs where necessary. If such access requires authorization and provisioning, Client shall inform Cireson in advance.
4. Client shall provide adequate working space at Client's site for Cireson to work while on site.
5. Client shall provide Internet access to Cireson while on site.
6. Client is responsible for all appropriate back-ups.
7. Client shall assume all responsibility for site preparation, including space, cabling and electrical requirements.
8. Client's employees shall be made reasonably available to Cireson to answer questions and provide important information concerning the project (network design, existing Client

processes, IP addresses, usernames and passwords, etc.). Client shall respond to such requests in a timely fashion or additional charges may apply.

9. Client shall ensure that Cireson is notified of any issues likely to impact this SOW.
10. Client shall provide or secure any specific skills, knowledge, and planning for each application that is within the scope of this project.
11. Client is responsible for providing client-owned or licensed copies of any client or third-party software that Cireson installs on the Client's behalf.
12. Client is responsible for having all hardware ready prior to Cireson coming onsite.

Schedule

The following table defines estimated effort for this Agreement for Professional Services.

| Objectives | Estimated Hours |
|---|-----------------|
| Assist City of Ann Arbor with SCSM & Cireson Service Management configuration/extensibility | 24 |
| Total | 24 |

Professional Service Fees

Cireson will provide the services defined in this Agreement on a *Time and Materials basis* at an hourly rate of **\$225** an hour. We recommend you budget **\$5,400** for this engagement, though only time used will be charged.

Cireson will submit invoices for actual hours worked upon completion of the project.

Business Hours

Normal **onsite** business hours are Monday through Thursday 8:00 AM – 6:00 PM [Client Local Time Zone]. Normal **offsite** business hours are Monday through Friday 8:00 AM – 4:00 PM [Client Local Time Zone]. All Holidays observed by Cireson are excluded.

Travel and Living Expenses

Below represents the total number of Onsite trips, hotel nights, and car rental days estimated for this engagement:

| Project Week | Onsite\Offsite | Trips | Hotel Nights | Car Rental (Y/N) |
|--------------|----------------|----------|--------------|------------------|
| Week 1 | Remote | 0 | 0 | N |
| TOTAL | | 0 | 0 | 0 |

Reasonable and customary travel and living expenses are not included in the Fee Schedule. All non-food items shall be invoiced at actual cost. This includes economy airfare, lodging, rental car, gasoline, parking, etc. Food costs will be charged at a rate of less than or equal to \$50.00 per day for each Cireson representative for every day in which onsite work is performed and/or a hotel stay is incurred. The customer will be provided with all receipts for expenses incurred and billed for actuals.

Terms and Conditions

General Terms and Conditions

The term of this Arrangement is effective beginning upon execution and continues through completion of the engagement.

The following terms and conditions are relevant throughout this contract

- This document shall be considered binding for this engagement
- The before mentioned hourly rates are good up to ninety (90) days after the Publish Date [2/7/2017] of this document. The APS must be signed by the Client on or before the before mentioned date in order to lock in hourly rates.
- Any requirements and arrangements detailed within this agreement stand only through the life of this agreement and end at such time that all agreed services are rendered and all invoices finalized.

Cireson Consulting Services Support Terms and Conditions

The following terms and conditions are relevant to **Cireson Consulting Services Support** and **CCS Support** line items specifically.

- All requests for support must be billed in 1 hour increments
- Cireson requires 48 hours response time prior to request for support
- Requests for support during afterhours (see [Business Hours](#)) will be charged as double hours
- All remaining unbilled support effort will expire after six (6) months of the completion date of this APS. Expired support effort will not incur any additional fees or costs. A new contract will be necessary to continue support beyond the before mentioned time period

Approvals

Both parties warrant and represent that they have authority to execute this APS on behalf of their companies and bind them to the obligations stated within.

Cireson

City of Ann Arbor

BY: _____

BY: _____

(Authorized Signature)

(Authorized Signature)

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Please acknowledge acceptance of this with signature above.

Email or deliver this signed document to:

| | |
|--------------------------|--|
| Contact Name: | Justin Roux |
| Street Address | 3960 W. Point Loma Blvd, #H290 |
| City, State, Zip: | San Diego, CA 92110 |
| E-Mail Address: | Justin.Roux@cireson.com |
| Phone #: | (813) 230-4770 |