

Statement of Work for CSP Order, and Microsoft 365 Hosting and Managed Services

Prepared by Logicalis for
DuPage County Circuit Clerk

To the attention of:
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Section 1. Solution and Order Overview

This offer document is comprised of two parts: (i) an order for CSP subscriptions, which is described in and exclusively governed by the terms and conditions set forth in Section 2; and (ii) a statement of work for managed services described in and exclusively governed by the terms and conditions set forth in Section 3. All capitalized terms in Section 2 shall have the meaning ascribed to them as set forth therein, and likewise, all capitalized terms in Section 3 shall have the meaning ascribed to them in Section 3.

Section 2. CSP Order

2.1. CSP Subscriptions

Item	Qty	Part Number	Description	Subscription Term (Months)	Invoicing Frequency	Recurring Charge	Extended Price
M365 Annuity							
1	264	CFQ7TTC0LCHC	Microsoft 365 Business Premium Anniversary Date: 04-30-2024	12 Months	Monthly	\$5,412.00	\$5,412.00
2	1	CFQ7TTC0Lh16	Exchange Online P1 Anniversary Date: 04-30-2024	12 Months	Monthly	\$3.73	\$3.73
3	20	CFQ7TTC0JXCZ	Microsoft Teams Audio Conferencing w/ Dial-out to USA/CAN Anniversary Date: 04-30-2024	12 Months	Monthly	\$0.00	\$0.00
<i>Annuity Total</i>						\$5,415.73	\$64,988.76

2.2. CSP Commercial Terms

Subscriptions

1. The Product (as that term is defined and used in the Logicalis Terms and Conditions of Sale) subscriptions identified in the table above (each a "Subscription") are sold under one of two pricing models: (a) a fixed term subscription; or (b) a consumption subscription (e.g. pay as you go) model.
 - 1.1. **Fixed Term Subscriptions.**
 - 1.1.1. Products sold under fixed term subscriptions are sold for a minimum term of 12 months and may be longer, as set forth herein. This Order will identify whether the applicable Subscription will be paid on a monthly or annual basis.
 - 1.1.2. For those subscriptions billed monthly, Customer will be billed the applicable monthly Subscription price in advance for each month on Customer's scheduled invoice date. For those Subscriptions billed annually, Customer will be billed in full in advance of the Subscription commencement date, or, if applicable, at the Customer's next scheduled monthly invoice.
 - 1.1.3. The unit price for the Subscription will not change during the term of that Subscription.
 - 1.1.4. Any subsequent adjustments to Subscription (e.g., adding seats) made mid-billing cycle will be calculated and post-billed at the subsequent invoice. Such adjustments shall be co-terminous with the existing Subscription.
 - 1.1.5. Fixed term subscriptions will automatically renew for a term equal to the initial term of the underlying Subscription at the end of a Subscription Term. Customer may opt out of automatic renewal by updating the Subscription through the Logicalis CloudCentralis portal either in advance of the next scheduled invoice or in accordance with the returns policy for new subscriptions.
 - 1.2. **Consumption Subscriptions**
 - 1.2.1. Except for Reservations, Azure consumption subscriptions refers to one-month subscriptions that are billed based on actual usage in the preceding month without upfront commitment. Consumption subscriptions will be billed at Customer's next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing in effect during the current billing cycle. The unit price for a Subscription sold on a consumption basis may change during the subscription period.
 - 1.2.2. Azure consumption subscriptions automatically renew unless cancelled. Azure Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.
 - 1.2.3. Invoicing will be based on Customer's monthly consumption. Logicalis will invoice, monthly in arrears, for Customer's actual usage of all services consumed in the prior month. Any addition services not set forth herein and project-based services shall be defined in a separate statement of work.
 - 1.2.4. Pricing in the table above reflects the estimated price based on customer's anticipated consumption at the time of contract initiation.
 - 1.2.5. For Azure Reservations, Customer is agreeing to an advanced purchase of eligible Microsoft Azure Services for a specified term (e.g. Reserved VM Instances, reserved capacity, etc.). Reservations are non-cancellable and expire at the end of the specified term.
2. If Customer identifies a discrepancy between any quantity, Product fee, or other amount (a) as invoiced or payable to Logicalis, versus (b) as reported by Customer or reflected in Customer's records, then Customer must report that discrepancy to Logicalis within twenty (20) days after the invoice issue date and must provide adequate and timely assistance to Logicalis to investigate and resolve the discrepancy. Logicalis reserves the right to correct non-material errors on invoices by sending a courtesy corrected invoice, provided that the due date reflected on the original invoice will not change and late fees or interest will accrue from the original due date. If Logicalis determines that Customer has overpaid, Logicalis will give Customer a credit. Any payment disputes will be treated separately from Customer's obligation to pay invoices and other amounts when due, and Customer may not withhold or offset any amounts due before the dispute is resolved or any related credits are issued (and then only in the amount of such credit).
3. If (a) Customer fails to pay the invoice in full when due, or (b) Customer takes an unauthorized offset on amounts owed, Logicalis may take any (or any combination) of the following actions to the maximum extent permitted by applicable laws, and without waiving any other right or remedy it may possess, after notice to Customer of any failure to make timely payment:

- I. charge a recurring late charge on the past due amount equal to 1.5% per month (or the legal maximum, if less). The recurring late charge will accrue daily from the payment due date through the date of actual payment;
- II. suspend all pending orders, further shipments, or Customer's access to Subscriptions under this Order;
- III. require the prepayment of Subscription fees on future orders, place Customer's account on hold, reduce Customer's credit limit, or require that Customer provide a bank guarantee or other form of security; or
- IV. withhold the past-due amount from any other amounts payable by Logicalis to Customer under the Agreement.

CSP Tenant and/or Transfer Details

Subscriptions in scope	Description
CSP Support Tier	<ul style="list-style-type: none"> (Advanced) CSP Support Services
New CSP Subscription Requirements	<ul style="list-style-type: none"> Customer Name of Primary Subscription Owner: Desired Subscription Name:
EA to CSP Transfer Requirements:	<ul style="list-style-type: none"> Number of the target enrollments: Email address of Enterprise Agreement Enrollment Account owner or billing owner for transferred Subscription: Enrollment number and account to transfer for the source enrollment
Existing CSP to Logicalis CSP Transfer Requirements	<ul style="list-style-type: none"> Customer Name: NA Customer email: NA Current CSP Partner Name:NA Current CSP Partner Microsoft ID:NA Existing Subscription Name: NA
Special notes / comments	Microsoft ID: d3678ef5-c51b-42ec-aa28-cb7fc6afd26
CSP Customer Admin Contact Information (For CSP Support)	<ul style="list-style-type: none"> Name: Craig Larson Email: clarson@18thjudicial.org Phone: 630-407-8579
Microsoft Customer Agreement:	<p>Customer must accept and provide Logicalis with confirmation of acceptance to Microsoft Customer Agreement Terms and enroll Logicalis as support provider in Microsoft portal.</p> <p>Microsoft Customer Agreement: https://www.microsoft.com/licensing/docs/customeragreement </p>

2.3. CSP Terms and Conditions

1. Unless otherwise expressly stated herein, the term of the Subscriptions set out in this ordering document ("Order") shall commence on the date this Order is signed by the last party to sign it ("Commencement Date") and shall continue in effect until (i) all Subscriptions procured under this Order have been terminated, or (ii) in the case of a non-renewed fixed term, the end of the fixed term ((i) and (ii) together, the "Term"). During the Term, Logicalis will perform certain functions associated with the purchase, activation, support and management of Customer purchased Products as further set forth in Section IV. Notwithstanding the foregoing, if Customer activates the Subscription before the Commencement Date, the Subscription will commence on that date.
2. Logicalis' Terms and Conditions of Sale, found at <https://us.logicalis.com/tcsales>, are incorporated herein by reference and govern the purchase of the Microsoft subscription Products and the support as part of the Product subscriptions. The resale of the subscriptions are Products.
3. By signing this Order, Customer hereby also agrees to the Microsoft Customer Agreement ("MCA") located at <https://www.microsoft.com/licensing/docs/customeragreement> and represents and warrants to Logicalis that it: (i) accepts the terms and conditions of the MCA; and (ii) enrolled Logicalis as a support provider in the Microsoft portal. Upon request by Logicalis, Customer shall provide Logicalis with any additional proof necessary to substantiate Customer's acceptance to this Microsoft Customer Agreement. Failure to provide such confirmation may result in the disablement of Customer's account. All capitalized terms used but not assigned a definition in this Order shall have the meaning ascribed to them in the MCA.
4. All Products Customer purchases under the MCA during the Term are included in and subject to the MCA regardless of purchase date. If Microsoft updates the MCA, then Customer must accept the new MCA prior to or at the submission of a subsequent order (which is not a subsequent adjustment to an existing Subscription) or the renewal of a Subscription.
5. Upon cancellation, Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with Logicalis, with Microsoft directly, or to some other service. Logicalis shall not be responsible or have any liability for data lost due to Customer's failure to migrate within this time frame if the migration is to another provider or Microsoft.
6. The Product Terms applicable to Products purchased hereunder are published at <http://www.microsoft.com/licensing/contracts> and are hereby incorporated by reference into this Order and shall govern the Customer's use of the Products. The Product Terms may be updated by Microsoft from time to time.
7. Any variation in quantity or requested delivery may result in price changes. Prices are subject to change without notice in the event the Product's manufacturer/provider changes their published pricing.
8. Customer consents to Logicalis' use of Customer Data only to provide Customer with the Products and the support services specified under this Order and to assist Customer in the proper administration of the Products. To the extent required by law, Customer shall notify the individual users of the Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Logicalis and shall obtain the users' consent to the same.
9. Customer may directly order Products within their designated CSP Subscription via the Microsoft portal and/or Logicalis CloudCentralis portal. This activity by the Customer will be treated as an order with Logicalis on behalf of the Customer under the terms of hereunder and at the price set by Logicalis. Logicalis will monitor Customer activities and manage any limits on the types or volume of services that Customer can provision or deprovision.
10. The following requirements, or equivalent, must be always met for Logicalis to provide, and continue providing, the CSP Service in Section IV and any other agreed upon Microsoft 365 and Azure related services:
 - a. By default, during the enablement of Azure Subscriptions, the Admin on Behalf of (AOBO) is set in the form of a "Foreign Principal", which is assigned the "Owner" role in the Azure Subscription. Furthermore, the "Foreign Principal" also is assigned the Azure Active Directory "Global administrator" role, effectively the equivalent of being assigned Delegated Admin Privileges in Azure Active Directory.
 - b. During the Term, Customer will ensure required Logicalis staff have "Admin Agent" permissions to the Azure environments being managed. This permission is set forth at: <https://docs.microsoft.com/en-us/partner-center/permissions-overview#manage-commercial-transactions-in-partner-center-azure-ad-and-csp-roles>.

- c. In addition, during the Term, Customer will provide Logicalis with the Partner Admin Link for the Logicalis Microsoft Partner ID for the duration of this Term. This process is defined here: <https://docs.microsoft.com/en-us/azure/cost-management-billing/manage/link-partner-id>.
 - d. Customer authorizes Logicalis to place orders on Customer's behalf and to manage in all aspects Customer's purchases and Subscriptions by granting it administrator privileges. If Customer removes Logicalis' administrative permissions to M365 and/or Azure related CSP environments, pricing for Customer's Products will revert to Microsoft Estimated Retail Pricing (ERP). Taxes are added at time of invoice.
- 11. Unless Customer provides written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Microsoft Online Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefore.
- 12. If Customer is a federal agency, state/local entity, or tribal entity acting in its governmental capacity, then the following terms shall apply:
 - a. Notwithstanding anything to the contrary in this Order, for purposes of this Section, all capitalized terms used but not defined in this Order shall have the meaning ascribed to them in Exhibit A of the Microsoft Cloud Agreement US Government Community Cloud found at https://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCRA2018_AOC_USGCC_ENG_Sep2018_CR.pdf, which is also incorporated by reference into the MCA.
 - b. Any use of Microsoft Government, Academic, or Charity Products are only available for purchase by qualified Microsoft validated customers. Customer acknowledges that Logicalis may receive monetary fees, commission or compensation from Microsoft in connection with the services provided to Customer.
 - c. Customer certifies it is a member of the Community and represents that it has agreed to use Government Community Cloud Services solely in its capacity as members of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community is strictly prohibited and could result in termination of this Order and/or a Customer's license(s) for Government Community Cloud Services.
 - d. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 Government may not be deployed or used in the same domain as other Government Community Cloud Services.
 - e. Maintaining status as a member of the Community is a material requirement for such services.

Customer acknowledges that the information in this document is considered proprietary and confidential to Logicalis.

2.4. Logicalis CSP Service Definition Attachment

Name	Provision - Enterprise Systems - Microsoft CSP Support
Business Model Description	<p>Logicalis provides support services specific to the selected technology, and within the parameters of documented tasks. The customer can also request support services within the bounds of listed requests.</p> <p>This service provides support services for the customer, offering the skills and experience necessary to provide required assistance upon Microsoft Cloud Solution Provider (CSP) Subscription Services.</p> <p>Details of this service are defined further in the Service Summary, dependent upon the Level of Service selected/required.</p>
Technology Description	<p>Microsoft CSP Services for US based M365 & Azure Commercial Subscription Tenants</p> <p>Microsoft CSP Services for US based GCC M365 Tenants</p> <p><i>Excludes GCC-High Tenants & Azure Gov Cloud Subscriptions</i></p> <p><i>Excludes – Third Party Marketplace Solutions</i></p>
Service Summary	<p>Support: Support services for this Agreement are limited to commercial and technical support items for only the Microsoft Office 365 and Azure CSP environment(s) as defined in Support Levels below.</p> <p>Other requests for support of business applications, servers, network, security, workstations, printers, mobile devices, and other technologies not specified in this service definition are out of scope. Customer will be required to have additional Logicalis Managed, Monitored, or Professional Service agreements in place to obtain such technical support and management of devices or services.</p> <p>Support Levels:</p> <p>Basic – One Designated Administrator for Self-Service Portal, ServiceDesk Support, Monthly Invoicing:</p> <ul style="list-style-type: none"> a) Customer has the option to use the Logicalis CloudCentralis to manage their account by ordering new subscriptions and adjusting license quantities. Upon CSP signing, Logicalis will provide onboarding documentation to assist with portal setup and usage/navigation. On a monthly basis, Logicalis will provide invoicing and billing support for CSP Services based on consumption and usage as contracted. b) CSP Service Desk: Our Service Desk provides support assistance during normal business hours via email or phone for incoming queries and issues related to Microsoft Office 365 and Azure cloud services for the primary designated customer administrator. Service Desk is the first line for all CSP service requests. Logicalis will work remotely to troubleshoot problems, identify root cause, and resolve issues in scope. If necessary, Logicalis will act on Client's behalf to escalate and resolve problems via Logicalis' Premier Support Services with Microsoft. <p>Advanced – Up to (5) Designated Administrators for Self-Service Portal, 24x7x365 ServiceDesk Support, Monthly Invoicing, Quarterly Business Review:</p> <ul style="list-style-type: none"> a) Customer has the option to use the Logicalis CloudCentralis to manage their account by ordering new subscriptions and adjusting license quantities. Upon CSP signing, Logicalis will provide onboarding documentation to assist with portal setup and usage/navigation. On a monthly basis, Logicalis will provide invoicing and billing support for CSP Services based on consumption and usage as contracted. Our CSP specialists will also perform a quarterly business review of licenses, updates, and best practices.

	b) CSP Service Desk: Our Service Desk provides support assistance on a 24x7x365 basis via email or phone for incoming queries and issues related to Microsoft Office 365 and Azure cloud services for the primary designated customer administrators. Service Desk is the first line for all CSP service requests. Logicalis will work remotely to troubleshoot problems, identify root cause, and resolve issues in scope. If necessary, Logicalis will act on Client's behalf to escalate and resolve problems via Logicalis' Premier Support Services with Microsoft.												
Billing, Licensing & Portal Support	Basic and Advanced Support levels include billing/licensing/portal support during normal business hours (M-F 8:00am-8:00pm EST) Email CSP.Sales@us.logicalis.com												
CSP ServiceDesk Contact Info	Commercial / Technical support can be accessed via email request or phone at: Phone: 513-883-6126 Email: CSP.Support@us.logicalis.com												
Service Requirement	Customer must sign and provide confirmation to Logicalis on agreement of the Microsoft Customer Agreement terms and conditions prior to leveraging this service. The contract can be located at: https://www.microsoft.com/licensing/docs/customeragreement												
Support Scope	<p>CSP Commercial & Technical Support Scope: Logicalis CSP Services offer the Customer Self Service capabilities. Logicalis will help enable customers to be self-sufficient with Logicalis CloudCentralis and provide support from customers that need additional diagnosis of issues to the best of our ability. If unable to resolve an issue, Logicalis can escalate issues to Microsoft via CSP support vehicles.</p> <p>Logicalis will serve as the first point of contact for support requests for the following scenarios around billing and subscription management:</p> <table border="1"> <tr> <td>Billing</td><td>Support resolution of billing issues between the Logicalis and the customer</td></tr> <tr> <td>Tenant creation and administration</td><td>Support resolution of issues related to creating new customer tenants when these tasks cannot be successfully completed</td></tr> <tr> <td>User creation and administration</td><td>Support resolution for creating new user accounts within the customer tenant when these tasks cannot be successfully completed. Support resolution for issues with admin level access to users within the customer tenant.</td></tr> <tr> <td>License procurement within tenant</td><td>Support resolution of issues related to procuring new products and subscriptions within the customer tenant</td></tr> <tr> <td>License assignment and reassignment to users within tenant</td><td>Support resolution of issues related to assigning and reassigning available licenses to user accounts within the customer tenant</td></tr> <tr> <td>Deployment and activation of license to end customer device</td><td>Support resolution of issues related to ensuring the end customer can deploy the licenses they have procured</td></tr> </table>	Billing	Support resolution of billing issues between the Logicalis and the customer	Tenant creation and administration	Support resolution of issues related to creating new customer tenants when these tasks cannot be successfully completed	User creation and administration	Support resolution for creating new user accounts within the customer tenant when these tasks cannot be successfully completed. Support resolution for issues with admin level access to users within the customer tenant.	License procurement within tenant	Support resolution of issues related to procuring new products and subscriptions within the customer tenant	License assignment and reassignment to users within tenant	Support resolution of issues related to assigning and reassigning available licenses to user accounts within the customer tenant	Deployment and activation of license to end customer device	Support resolution of issues related to ensuring the end customer can deploy the licenses they have procured
Billing	Support resolution of billing issues between the Logicalis and the customer												
Tenant creation and administration	Support resolution of issues related to creating new customer tenants when these tasks cannot be successfully completed												
User creation and administration	Support resolution for creating new user accounts within the customer tenant when these tasks cannot be successfully completed. Support resolution for issues with admin level access to users within the customer tenant.												
License procurement within tenant	Support resolution of issues related to procuring new products and subscriptions within the customer tenant												
License assignment and reassignment to users within tenant	Support resolution of issues related to assigning and reassigning available licenses to user accounts within the customer tenant												
Deployment and activation of license to end customer device	Support resolution of issues related to ensuring the end customer can deploy the licenses they have procured												

Microsoft Premier Support Service Escalation

Logicalis, as a Tier 1 CSP provider owns the customer CSP relationship from end-to-end. CSP customers are unable to create support requests directly with Microsoft and Logicalis will attempt to resolve issues or escalate to Microsoft, those that are within scope of the baseline support boundaries.

Microsoft's SLA on escalated Support is:

Impact	Severity	Time for initial response *
Critical	A: Significant loss or degradation of services. Production services down.	Two hours
Moderate	B: Moderate loss or degradation of services. Production services partially affected.	Four hours
Minimal	C: Minimal loss or degradation of services. Services still available or non-production services affected.	Eight hours

Operating Models

Name	Summary	Condition
Service Desk	Procedural Resolution of Issues with Escalations as needed	Included
Request Fulfillment	Request Submissions and Fulfilment Processing	Included

Supported Items/Devices

The following devices/software are supported in this Service Definition.

Name	Required Components	Limits
Microsoft M365	Microsoft NCE Agreement and acceptance of Microsoft Customer Agreement. Microsoft M365 subscription through Cloud Service Provider (CSP) program	Administration and configuration of individual service packages such as exchange online and or SharePoint for example is not included in this service. SLAs for the M365 availability are the responsibility of Microsoft.
Microsoft Azure	Microsoft Azure Plan and acceptance of Microsoft Customer Agreement Azure IAAS services delivered through the Microsoft Cloud Service Provider (CSP) program.	Administration, configuration and setup of Azure services are not included in this service. SLAs for Azure Services are the responsibility of Microsoft.
Microsoft D365	Microsoft NCE Agreement and acceptance of Microsoft Customer Agreement	This support service is limited to PowerBI, Power Platform and Power Apps. Administration and setup of Microsoft D365 services are not included in this service.

		SLAs for D365 Services are the responsibility of Microsoft.
Microsoft Perpetual Software	Limited to On-Premises Based software licensing	No Additional support is provided beyond invoicing for perpetual software licensing

Request Fulfillments

The following Request Fulfillments are available on-demand through the Logicalis Service Management Platform:

Name	Description	Limits
Add Subscriptions	Request to add new product subscriptions.	All changes via Cloud Centralis
Change Licensing	Add or remove a customer reported quantity of licenses on the CSP platform	
Company Profile	Customer can request changes to company location and primary contacts.	
Remove Licensing & Subscription suspension	Removes and suspends the use of a license on the CSP platform. Request to suspend active subscription to stop future billing.	Limited to Legacy or NCE month-to-month or at anniversary/renewal. Partial month billing may be incurred.
Name	Description	Limits
Azure Subscription Access	Provisioning and management of Azure users within customer Azure subscriptions.	Logicalis is not responsible for integration with Active Directory and will only provision online users.
Azure Subscription Maintenance	Provisioning and management of Azure subscriptions within each customer tenant for additions, removals, or changes to existing services.	Logicalis will only perform maintenance on subscriptions within the CSP program portal.
Validate Service Availability	Logicalis will validate that an Azure IAAS service is properly available within the customer environment. If the service is not available, Logicalis will manage communication with Microsoft to determine resolution of the incident.	

Time and Materials Statements

Any requests not detailed above, or part of any related service not described within this service offering will be out of scope and assessed on a time and materials basis. This includes, but not limited to:

Items	Note
Azure Migrations	Logicalis can assist in the migration of existing workloads and data from an on-premise or other cloud platform to Azure.
Azure Provisioning	Logicalis can assist in setting up new workloads and services within Azure.
Infrastructure and Topology Changes	Any infrastructure change that involves adjustment of topology or configuration of new functionality in O365 applications or Azure subscriptions.

On-Premises Email Migration	Logicalis can migrate data from your on-premises Exchange Server to Exchange Online, along with any files that need to be migrated to SharePoint and/or OneDrive.
Non-Microsoft Email Migration	Logicalis can migrate data from your Non-Microsoft Exchange Online email provider to Office 365 Exchange Online, along with any files that need to be migrated to SharePoint and/or OneDrive.
Configuration of 3rd Party Tools	Configuration and management of any form of 3rd Party Azure Tools.
Application migrations	Migration applications to the Azure platform.
Application Troubleshooting	Troubleshooting any compatibility issues with customer deployed applications on Azure
Non-standard Network Troubleshooting	Troubleshooting network issues associated client-side networking configurations, Internet traffic issues, or private connectivity.

Section 3. Managed Services Statement of Work

3.1. Services Overview

Logicalis offers a portfolio of solutions allowing our customers to leverage the correct service that best meets their needs. Details regarding the Service Offerings are described in the respective Attachment(s).

3.1.1. Monitored & Managed Services

Logicalis offers two primary service types, which are detailed in the applicable attachment(s) and summarized in the table below.

Service Item	Service Type	
	Monitored	Managed
24x7 Service	✓	✓
Monitoring & Event Detection	✓	✓
Portal & Reporting	✓	✓
Service Catalog		✓
Service Request Management		✓
Incident Management		✓
Remote Administration		✓
Crisis Management		✓
Problem Management		✓
Change Enablement		✓

Logicalis Managed Services provides full-service options for 24x7 IT management services for remote administration of information systems infrastructure. Unless otherwise stated, all Logicalis Monitored & Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

3.1.2. Setup Services

Logicalis provides setup / on-boarding services as part of the transition process of the contracted services offerings.

3.2. Contracted Services and Pricing

The list below describes the Customer's selected services and the prices for those services. These prices are valid only for the Term of this SOW. The prices do not include any taxes, if applicable, which will be the Customer's responsibility. Additional information regarding the details of each selected service offering can be found in the applicable Attachment(s) to this SOW.

3.2.1. Contracted Services and Pricing

					Unit		Extended	
Item	Qty	Part Number	Details	Term	NRC	MRC	NRC	MRC
	Monitored & Managed Services							
1	1	OSPNC-TS-TRNSTNSRVCS	Transition Services	60 Months	\$0.00	\$0.00	\$0.00	\$0.00
2	1	PV-CAB-MS-ESY-365-OWATST-MGD	Office 365 Exchange - Add: OWA Login Testing	60 Months	\$0.00	\$230.38	\$0.00	\$230.38
3	1	MS-ESY-365-INTMBX-MGD	Microsoft Office 365 Exchange Management - Includes 100 Mailboxes	60 Months	\$0.00	\$330.00	\$0.00	\$330.00
3.1	2	MS-ESY-365-ADDMBX-MGD	- Microsoft Office 365 Exchange - Add: 100 Mailboxes	60 Months	\$0.00	\$165.00	\$0.00	\$330.00
3.2	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management (Hybrid Exchange Server)	60 Months	\$0.00	\$175.00	\$0.00	\$175.00
4	1	MS-EA-AZRADCON-MGD	Microsoft Azure AD Connect Management	60 Months	\$0.00	\$110.00	\$0.00	\$110.00
4.1	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management	60 Months	\$0.00	\$175.00	\$0.00	\$175.00
5	1	MS-ESY-AZRADBSEENV-MGD	Microsoft Azure Active Directory Management	60 Months	\$0.00	\$330.00	\$0.00	\$330.00
5.1	3	MS-ESY-ACTVDIRADD100ACCNTS-MGD	- Microsoft Active Directory Users - Add: 100 User Accounts	60 Months	\$0.00	\$165.00	\$0.00	\$495.00

Summary Pricing	Non-Recurring Charges	Monthly Recurring Charges
Managed Services	\$0.00	\$2,175.38
Total	\$0.00	\$2,175.38

Where applicable, a dashboard/self-service portal is available for the Customer to query reports, analyze graphic data, report issues, make requests and approve changes.

In the event the parties enter into a Project Change Request to add and/or remove a device, the Project Change Request will state the change in the monthly recurring charges ("MRC") and any applicable non-recurring charges ("NRC").

3.2.2. Monitored Services Incremental Pricing Categories

Customer will incur the following charges upon Customer request(s) for the type(s) of system change(s). Charges incurred will be invoiced on a monthly basis.

Incremental Pricing Categories	Per Device Change Fee
Device Threshold & Configuration Change	\$15.00
Network Device Move/Add/Change/Remove	\$20.00
Server/Database/Backup/Storage Move/Add/Change	\$30.00

For large scale requests involving the categories noted above, Logicalis reserves the right to require a mutually accepted Project Change Request and/or to charge Customer on a Time and Materials basis (instead of the per device change fee).

3.3. Out of Scope Rates, Travel Expenses

3.3.1. Out of Scope Rates

Any service delivery request outside of the scope of this SOW will be evaluated on a case-by-case basis and, if approved, be executed through a separate SOW or executed through a Project Change Request to this SOW.

3.3.2. Travel Expenses

Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of \$65.00.

3.3.3. Invoicing

Invoicing for Time and Materials and Travel Expenses will occur once per month at month end.

3.4. SOW Change Enablement Process

Changes to the SOW will be negotiated separately through this Change Enablement process. In the event either party desires to change this SOW, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the contracted services and/or prices.
2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
3. Each executed Project Change Request will be incorporated into, and made a part of, this SOW.
4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

In the event of a conflict between a Project Change Request and the original SOW, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Should the sum of fully executed PCRs over the life of the contract reduce the total monthly charge below 70% of the original MRC Logicalis reserves the right to exercise early volume reduction fees. Those fees shall be calculated at that point as 25% of the difference between the MRC on the Commencement Date and the then-current MRC, multiplied by the number of months remaining in the Term.

3.5. Term and Early Termination

Pricing Validity Length. This SOW is for services only and the pricing shall remain valid for ninety days from the date this SOW was first provided to Buyer. Upon Logicalis' receipt of the fully executed SOW, the pricing shall be secure for the length of the "Term" (as described below), except as may be adjusted on an annual basis as set forth herein.

Commencement Date. As used in this SOW, "**Commencement Date**" means the first day of the month in which the total monthly recurring services are billed to the Customer. The Commencement Date will be February 1, 2024. Should Logicalis provide monthly recurring services in advance of the Commencement Date, Customer shall be responsible for payment of those monthly recurring services upon invoice and in accordance with the payment terms.

Term. The initial term of this SOW is 60 months and will commence on the Commencement Date (the "**Initial Term**"). Thereafter, this SOW will automatically renew for successive one (1) year periods (the "**Renewal Term**"; together with the Initial Term, the "Term") unless terminated by either party upon written notice to the other at least sixty (60) days before expiration of the then-current Initial Term or Renewal Term.

The MRC in each year of the Renewal Term will automatically increase by (a) ten percent (10%) over the MRC set forth in the Initial Term or applied in the preceding year of the previous Renewal Term, as applicable, AND (b) the percentage by which the consumer price index, as last reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased beyond the consumer price index reported by the Bureau of Labor Statistics of the United States Department of Labor in the preceding year.

Logicalis continually endeavors to improve the services it offers to its customers. Accordingly, during the Term, Logicalis reserves the right to modify the SOW-Specific Terms at any time for the purpose of improving the Services or delivery thereof (examples of such modifications include, but are not limited to, enhancement of existing or addition of new technological support).

Early Termination Fee. Customer may terminate this SOW for convenience at any time during the Initial Term upon a minimum of thirty (30) days' prior written notice to Logicalis. Such termination will not become effective until Customer has paid (a) any outstanding invoices still owed, (b) an early termination fee equal to the undepreciated value of any implemented client specific dedicated infrastructure, and (c) an early termination fee equal to twenty-five percent (25%) of the Monthly Recurring Fees for the remaining line items for the remaining months (including partial months) in the Initial Term. In addition, Customer shall not be refunded for any portion of set-up/implementation services fees hereunder. For purposes of computing the Early Termination Fee the "Monthly Recurring Fee" means the monthly recurring fees paid or owed by Customer for the full month immediately preceding the termination or seventy-

five percent (75%) of the monthly recurring fees on the Commencement Date, whichever amount is greater

Logicalis Hardware. Any equipment (including but not limited to VPN router, universal hub appliance, etc.) provided to Customer from Logicalis as part of the Cloud Services and/or Managed Services remains the property of Logicalis. Unreturned equipment will be charged back to Customer at the then-current Manufacturer's Suggested Retail Price (MSRP) if it is not returned to Logicalis within thirty (30) days from the date of termination.

3.6. Managed Services Terms and Conditions

This Statement of Work ("SOW") is made and entered into pursuant and subject to the terms of the Master Solutions Agreement between DuPage County Circuit Clerk and Logicalis, dated December 5, 2012, and are incorporated herein by reference. All items not specifically detailed in this SOW are considered out of scope. All capitalized terms in this SOW shall have the same meaning as defined in the Agreement, unless otherwise specifically defined in this SOW.

3.7. Monitored & Managed Services Attachment

Logicalis' Monitored & Managed Services provides full service monitoring and management of customer's configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Enablement, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.

Logicalis' Monitored & Managed Services include the following Operating Models detailed in the Operating Model section of this SOW:

Table 1: Monitored & Managed Operating Model Summary

Service Item	Service Type	
	Monitored	Managed
24x7 Service	✓	✓
Monitoring & Event Detection	✓	✓
Portal & Reporting	✓	✓
Service Catalog		✓
Service Request Management		✓
Incident Management		✓
Remote Administration		✓
Crisis Management		✓
Problem Management		✓
Change Enablement		✓

3.7.1. Operating Models

Monitoring & Event Management

Summary

Monitoring Configuration Items, and Classifying and Routing Alarms

Deliverables

Logicalis Monitoring & Event Management includes proactive monitoring for the identification of events and alerts. Logicalis monitors and identifies events or thresholds that have been exceeded in accordance with the parameters in the Service Definition.

Deliverables include:

- Monitor Configuration Item (CI), health and identify events or thresholds that have been exceeded within the CI
- Logicalis will maintain the inventory of monitored Equipment
- Logicalis' monitoring will automatically distinguish Actionable Events from non-Actionable events as defined in the Service Definition
- Once an event has been prioritized as an incident a ticket is opened in the Service Management System
- Summarized monitoring data is stored for 1 year
- Actionable events are automatically classified as High, Medium, or Low urgency based on the severity of the event

Customer Responsibilities

- Customer will open all Logicalis required ports, and any other required access, to enable monitoring and management
- If a device requires trap management to be used, the customer will allow Logicalis to receive traps

Notes

- If Logicalis does not manage or monitor a device(s) that is preventing Logicalis' ability to detect events, then the situation is considered outside of Logicalis' responsibility
- Changes to hostnames or IP addresses without prior notification to Logicalis will result in temporary discontinued monitoring/management and may require a billable effort to remediate

Service Request Management

Summary

Request Submissions and Fulfilment Processing

Deliverables

Logicalis' Service Request Management, based upon ITIL, provides the ability for customers to request: additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis' Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Request will be fulfilled via Logicalis' Change Enablement process.

Deliverables include:

- Request catalog items available for selection via Logicalis' Self-Service Portal

- Request recording and work-flow processing
- Request fulfilment activity and status tracking
- Request Reporting
 - In Progress
 - Opened Last Month
 - Closed Last Month
 - All Requests – 12 Months

Incident Management

Summary

Procedural Resolution of Issues with Escalations and SLAs

Deliverables

The primary aim of Logicalis' Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible levels of service quality and availability for the customer's business operations.

Deliverables include:

- Incident management services including: identification, logging, processing, escalation, and resolution management, including third-party vendors as required.
- Incidents will be created via agreed customer contact methods, or automatically generated (if Monitoring is included with the applicable service).
- Escalation procedures based on formal, pre-defined criteria and processes.
- Customer notification when an incident occurs and during resolution updates.
- Incident resolution activity tracking including updates from engineers as applicable.
- Incident reporting via Logicalis' IT Service Management Portal, including these standard reports:
 - In Progress
 - Opened Last Month
 - Closed Last Month
 - All Incidents – 12 Months
- Assignment of incident priority using pre-defined algorithms, as defined below.
- Integration with Logicalis' "Crisis Management" process where applicable.
- In cases where a permanent resolution is not yet available, a workaround will be established to resolve the Incident.

Resolution & Closure

Incidents are marked as "Resolved" by Logicalis; the customer then has 5 calendar days to reject the resolution or mark the Incident as "Closed" If no action is taken by the customer, the Incident will automatically be marked as "Closed" at the end of the 5th calendar day. Closed Incidents cannot be reopened however new Incidents can be created if required.

Incident Priorities

Priority is a function of both:

- Impact - the assigned impact (importance) of the affected Configuration Item (CI) / Device, or the affected Business Service (if the CI isn't provided or known).
- Urgency - the urgency which is either assigned by the associated monitoring alarm, or the data collected from the user reporting the issue.

The Priority Assignment Table is shown in the "Service Level Agreement" section of this document.

Problem Management

Summary

Root Cause Discovery and Resolution Planning

Deliverables

Logicalis' Problem Management, based upon ITIL, identifies root causes of relevant Incidents as well as recommended resolutions to the root causes. The resolutions may require Logicalis' Change Enablement to implement recommended changes. The core objective is to find the root cause and remedy, prevent or reduce the impact of future Incidents and Problems, and minimize recurring issues and Incidents that cannot be prevented

Deliverables include:

- Create Problem records, where there is no known error, for:
 - CP1 priority Incidents
 - Repetitive issues / recurring Incidents
- Problem analysis report with recommendations
- Generate workaround and known error documentation in the Knowledge Base
- Review, and approval, by both Logicalis and the customer, of the root cause analysis & resolution recommendations

Change Enablement

Summary

Managing Changes for CI Configurations, Settings etc.

Deliverables

Logicalis' Change Enablement, based upon ITIL, has the objective of ensuring that standardized methods and procedures are used for the efficient handling of changes, with minimum disruption to IT Services. Changes include additions, modifications, or removal of Configuration Items (CI's) initiated and managed by Logicalis.

Change Types are defined by Logicalis and include:

- Routine – low risk, low impact, pre-defined changes. All routine changes are pre-approved.
- Comprehensive - a planned change in response to a request, planned activities or to implement a non-urgent correction.
- Emergency – an expedited change where urgent correction of service is required to prevent an imminent service outage or to respond to an urgent legislative directive.

The customer is involved in the approval process of all change types with the exception of pre-approved Routine Changes as defined by Logicalis.

Deliverables include:

- Change processing including:
 - Technical planning documentation, including back out planning
 - Schedule planning
 - Risk assessment including conflict and impact evaluation
 - Change evaluation
 - Defined approval process
 - Configuration Management
 - Controlled planning and execution
 - Success measures against target execution window and planned results
- Pre-defined processing rules based on impact, risk, priority and Change Type
- Formal, work-flowed, approval processes involving:
 - Customer designated approvers
 - Logicalis Change Advisory Board (CAB)
- In the event of an emergency, change processing will fall under the CAB processing and approvals
- Activity and status tracking

Notes

Patch Changes

- Where applicable, Customer must supply all vendor provided patch CD/DVD media or vendor download site access, and the drive for installation, prior to change implementation.
- Customer is required to maintain a support contract at an appropriate level in order to obtain the patch media sets.
- Where applicable, Customer needs to provide the test environment and resources for testing patches, and for testing/deploying new code or technology. Testing of patches with applications is provided by Logicalis on a T&M basis.

Routine Changes

- Routine Changes, defined in the Service Offering Attachment(s), are deemed to be pre-approved and do not require change approval from Customer or Logicalis' CAB.

Emergency Changes

- Emergency Changes will follow an escalated approval process and will bypass Customer approvals. Customer will however be notified of the Emergency Change. Approvals will be documented by Logicalis' Change Board (CAB). Full documentation will be provided after the change and Customer sign-off will be required to confirm restoration of service and change success.
- The Customer will be billed in one (1) hour increments on a premium T&M basis at \$280 per hour and will be prioritized immediately after any Emergency Changes or P1 Incident if this Emergency Changes is required as a result of something the

Customer performed in the environment. This will be evaluated before and after execution to ensure adherence to the conditions above. As a result of this evaluation, Logicalis reserves the right to charge this premium T&M rate.

Crisis Management

Summary

Critical Incident Management

Deliverables

Logicalis' Crisis Management process (CP1 process) is an extension of the Incident Management Process that facilitates a special handling for Incidents that Logicalis determines to warrant immediate and focused attention by appropriate parties.

Deliverables include:

- Incidents automatically alert Operations Personnel to a potential Crisis
- Crisis Determination
- Communication
 - Opening a Logicalis Crisis Conference Line with all relevant parties
 - Regular updates with the customer throughout the lifecycle of the crisis, including email notifications to affected parties
 - Communication of recommendations to be executed via standard processes
 - Resolution Confirmation
- Crisis Documentation, where applicable

3.7.2. Portal Reports and Portal Access

Reports

Logicalis provides incident reporting directly through the Self-Service Portal. The "SS-P" license type (see "Portal" section below) allows custom filters and views of ticket data. In addition reports related to specific Service Offerings can be found within the reporting section of the applicable Service Offering Attachment.

The following reports will be produced on a quarterly basis:

- Ticket Performance Report – Shows a summary of how many tickets met the TRT vs. tickets that didn't meet the TRT.
- Missed TRT Report – Shows Ticket Summary information for each ticket that missed the TRT, grouped by Valid misses and Invalid misses. This report will show the target and actual time for each ticket.

Access

Logicalis provides portal access to a variety of information and functions. The following portal user roles define the access and functionality available.

Portal Details

Table 2: Portal Self-Service and Self-Service Plus Details

	Self-Service (SS)	Self-Service Plus (SSP)
<i>Ticket Creation / Approvals</i>		
Report Issues	✓	✓
Request Services	✓	✓
Approve Changes*	✓	✓
<i>Views / Reports</i>		
Knowledge Articles	✓	✓
Dashboards	✓	✓
- My Incidents by State (graph)	✓	✓
- My Open Incidents	✓	✓
- My Requested Items by State (graph)	✓	✓
- My Open Requested Items	✓	✓
Active Incidents	✓	✓
Active Requests	✓	✓
Approvals*	✓	✓
Company Active Incidents		✓
Company Active Requests		✓
Company Approvals		✓
Crisis Status (Incidents in Crisis Status)		✓
Company Dashboards		✓
- Tickets in Progress (graph)		✓
- SLA Analysis (graph)		✓
- Tickets Opened (graph)		✓
- Tickets Closed (graph)		✓
- History Tickets – 12 Months (graph)		✓
- Monitoring Events (INC from Monitoring)		✓
- Configuration Management (graph)		✓
Contracts		✓
Monitoring**		✓
Corporate Catalog		✓
Enhanced Custom Filtering	✓	✓
<i>Administration</i>		
Custom Notifications	Via Request Mgmt	
Delegates	✓	✓
Password Change	✓	✓

* User must be a designated change approver

** Available to those with Monitoring Access – now requires SSP license

3.7.3. Audits

For audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors, Customer will receive 8 hours of effort annually as a component of their current monthly pricing. Any time required over 8 hours annually, will be charged at the Time and Materials rate(s) noted in the SOW.

3.7.4. Monitored Service Level Objectives

Service Levels

The service levels outlined in Table 3 below are applied per device and are intended to be selected according to device importance/impact on the Customer's business. A service offering description in this Attachment provides additional details by device to Table 3 below.

Table 3: Service Level Summary

Service Item	Device Service Level
	Monitoring
Device Polling	✓
Event Detection	✓

Service Level Notes:

Monitoring Services leverages Logicalis' best practice monitoring tools and service descriptions and extends them either to Logicalis' ticketing system or directly into Customer's own ticketing system. Alarms generated, per each applicable service description are sent to the defined ticketing system. Logicalis sends the following information to the ticketing system instance:

- Category
- Urgency (1-5)
- Comments (full alarm message)
- Short Description (of alarm)
- Configuration Item (short name of the CI [i.e., the monitored name])
- Company
- Correlation ID (the unique monitoring ID for the message)

Unless explicitly provided by Logicalis, the Customer will be responsible for mapping these fields into their ticketing system and auto-creating incidents from the alarm information. Two-way traffic is built into Logicalis' service to provide intelligent communication between tickets and alarms i.e. for clearing alarms if cases are resolved, etc.

Requirements:

Customer shall pay setup fees for integration work between Logicalis' monitoring API and Customer's ticketing system. Customer shall also provide knowledgeable resources to assist with this integration. Onsite HUB hardware will be priced into this solution and shall be set up onsite by the customer at their location. Logicalis will require administrative system access to any monitored device. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. An additional 50% upcharge to MRC will be applied to any device where Logicalis does not have proper access.

Changes:

After the initial burn-in period any device changes will be charged at the price(s) noted in the Incremental Pricing Categories section. These changes are requested via the Logicalis ServiceNow Ticketing System instance. Requests to support technologies outside of Logicalis Service Portfolio are performed on a Time and Materials basis as defined in the Time and Materials Rates, Travel Expenses section.

Reporting:

A URL, username, and password will be provided to allow Customer access into the monitoring reporting.

Disaster Recovery:

Logicalis has full redundancy in its monitoring infrastructure. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner.

3.7.5. Managed Service Level Agreements

Incident Priorities

Incident priority is determined by Table 4 below. For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

Table 4: Incident Priority Matrix

Event URGENCY	Device Impact		
	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

Incident Priority Notes:

Event Urgency is determined by either:

- **System Alarm Events** – The Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event.
- **Service Call Events** – Event urgency is determined by the situation described by the caller.

Table 5: Target Resolution Times for Managed Devices by Priority

Priority	Incident		
	Email Notification	TRT*	Phone Call (24x7)
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A
Priority 3	Upon Request**	16 hr	N/A
Priority 4	Upon Request**	32 hr	N/A
Priority 5	Upon Request**	48 hr	N/A

* TRT = Target Resolution Time (for High, Medium, and Low service levels). Failure to meet a TRT does not constitute a breach of contract. Resolution for Monitored contracts may be performed on a T&M basis.

** Customer may request to receive these email notifications.

SLA Penalties and Refunds

If any Target Resolution Times (TRT) from Table 5 is not met the following SLA penalties as calculated below shall apply:

Table 6: Service Level Penalties

Incident Priority	Penalty %
Priority 1 (P1)	50%
Priority 2 (P2)	40%
Priority 3 (P3)	30%
Priority 4 (P4)	20%
Priority 5 (P5)	10%

Penalty Payments are calculated as follows:

$E \text{ (Exceeded Hours)} \times P \text{ (Penalty \%)} \times V \text{ (CI Value)} = \text{Penalty paid per Incident incurring a missed TRT}$

Where:

E = Exceeded Hours - The total number of incident resolution elapsed hours beyond the Target Resolution Time. This is for “Closed” incidents in the given month and excludes pause conditions, i.e., waiting on vendor, waiting on Customer or other causes beyond the reasonable control of Logicalis. Example: A P1 incident has 4 TRT hours, if the valid elapsed time = 5.5 hours, Exceeded Hours = 1.5 hours.

P = Penalty % - This is derived from Table 6 above. Each incident has a priority and each priority has a related Penalty %.

V = CI Value - This is the MRC for the device / Configuration Item (“CI”) associated with the incident that missed the TRT. For Optimal Threat Platform and Optimal Threat Insight (“Threat Response”) the CI Value is one-fifth (1/5) the Optimal Threat Service MRC. For purposes of computing CI Value, “MRC” means the MRC paid or owed by Customer for the full month immediately preceding the incident.

Penalty Notes:

- Penalties only apply to CI’s covered by Managed (High, Medium, and Low) service levels.
- Monitored Only devices have no SLA.
- The penalty paid per incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the CI penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer’s account.
- A missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the incident will be flagged with “Invalid Missed SLA” and will not be counted toward a penalty payment.

- All Customer terms in this SOW must be met for an incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to customer changes in the environment. Any device with an associated term out of compliance with this SOW will be excluded from any penalty payments.

SLA and Incident Handling Notes:

- Related Incidents will be handled by using a Parent/Child Incident. Multiple Child Incidents will be associated with a Parent Incident to link them. The Child Incidents will be closed when the Parent Incident is closed.
- Incidents related to system or service availability are considered resolved, and the TRT achieved, when the service is restored even if in a workaround state. Related problems will however continue to be addressed toward resolution.
- “Notification” referred to in Table 5 is delivered in the form of an automatic system generated message.
- In addition to the automatic notification message, for Managed devices, Priority 1 issues will receive a phone call within 15 minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information.
- SLA Timers are paused when the Incident is beyond the reasonable control of Logicalis (e.g., when awaiting vendor or Customer response).
- SLA Timers are paused when Incidents require a Change to be executed. The timers will pause from the initiation of the Change Request to the Completion or Cancellation of the Change Process.
- If Logicalis does not manage or monitor a device(s) that is preventing its ability to detect necessary events, then the situation is considered outside of Logicalis’ control.
- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life-cycle. For example, if initial information provided by the caller is discovered to be inaccurate.

The penalties and/or credits provided under this Attachment are Customer’s sole and exclusive remedy with respect to any failure by Logicalis to meet the availability standard described herein.

3.7.6. Setup Roles & Responsibilities and Assumptions

A. Customer Roles and Responsibilities

1. Complete on boarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.
2. For Managed Services, specify Notification, Alert, and Escalation contacts for priority and device types. Customer needs to document who will be notified and how notification will be received (Customer may specify single or multiple notifications and also specify an escalation path).
3. Provide a Customer point of contact for approval and authorization of service requests to Logicalis.
4. Complete Logicalis' user information requests so that applicable Portal Licenses can be enabled.
5. Participate in meetings to understand processes for assignment, escalation, change enablement, and status communication.
6. For Managed Services, modify Self-Service user account information as required.
7. Provide a distribution list, during the integration phase, within Customer's email service for alarm notifications.
8. Ensure that Logicalis is kept up to date with changes to distribution list alarm notifications.
9. For Managed Services, assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.
10. Install, setup and configure of all hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.).
11. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
12. Provide all IP information and host name and serial numbers where applicable for all relevant Configuration Items.
13. Configure devices to report SNMP traps unless otherwise noted in this SOW.
14. Work with Logicalis' engineers to tune alarm thresholds where necessary.
15. Enable event forwarding to Logicalis' management systems, i.e., Customer will open all Logicalis required ports to enable monitoring and management.
16. Complete Logicalis Configuration requests detailing Customer's technical environment.
17. Follow vendor's device recommendations for all devices that are not hosted by Logicalis for example cooling / room temperature.
18. Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of their VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN is required to be a persistent LAN-to-LAN connection.

19. For Managed Services, implement recommendations of Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's non execution of Logicalis recommendations.
20. For Managed Services, Logicalis provides ticketing system functionality to ensure Disaster Recovery (D/R) service fail-over functionality between devices in the ticketing system. Customer is required to identify production/primary devices and fail-over devices. In the event a production server fails and a D/R server is activated as the primary server, Customer may call Logicalis and request that the specific server be moved to "D/R Active" status. Logicalis will ensure the production server is in failed mode and will then activate the "D/R Active" status on the D/R server. The "D/R Active" status will ensure that all incidents and problems are handled with the same priority they would be for the equivalent production server. Customer will be responsible (as part of its D/R procedures) for calling to activate and de-activate the D/R status. Customer will also be responsible for identifying D/R & Production device relationships during the on boarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.
21. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.
22. Where necessary, provide site resources to work with hardware vendor service personnel requiring on site access.
23. For Managed Services, provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.
24. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently or can potentially cause future problems.
25. Provide access to vendor ticketing system where required.
26. A monitoring hub is required at each Customer network-isolated data center. Logicalis requires full administrative access to this device in Customer's environment. In the event Customer refuses to provide full administrative access to this device, additional Time and Materials charges will apply for any activities requiring coordination with Customer's administrators. The Customer can choose Logicalis-provided devices, or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Customer can choose redundant hubs, or a single hub depending on the urgency of the environment. Requirements for monitoring hubs are as follows:

B. Logicalis Roles and Responsibilities

1. Reports, Dashboards and Portal Setup.
2. Configure Service Offering Reports as detailed in each Service Offering Attachment.
3. Participation in meetings to discuss processes for assignment, escalation, change enablement, and status communication.

4. Connectivity Setup on Logicalis' Network including IP addressing information, VPN Connectivity, testing, and documentation of networking support contacts at Customer.
5. Agent, SPI or Probe Installation and Configuration.
6. For Managed Services, review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.

C. Assumptions

1. Software applications and services not specifically listed in this SOW are excluded.
2. Client side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.
3. Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 5-day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.
4. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner so as to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
5. All equipment is housed on Customer's premises unless stated otherwise in this SOW.
6. Logicalis provides remote monitoring or management services for IT Configuration Items owned by Customer. Customer owns and will continue to own all software and hardware being monitored or managed.
7. Connectivity between the Logicalis Operations Center and Customer facility will be via a VPN Connection.
8. Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
9. All Customer WAN devices will be available for instrumentation and monitoring via one Customer site router, unless otherwise noted. Customer must maintain on-site support if it does not have qualified staff for hardware replacement.
10. Customer will be directly responsible for all vendor hardware and software maintenance contracts.
11. For Managed Services, Customer will grant Logicalis employees access to support contracts and vendor information to grant Logicalis the ability to place support calls on behalf of Customer.

12. Customer servers under Managed Services require remote console access such as KVM, Console cards, or RILO cards to establish remote communications. These devices must be purchased by Customer.
13. Instrumentation tools, as well as monitoring agents, probes and smart plug-ins (SPIs) placed on Customer systems are, and will be, owned by Logicalis unless otherwise noted in this SOW.
14. Any hardware or software deployment is the responsibility of Customer, unless specifically stated herein and agreed upon by both parties.
15. Service pricing is based on a fully-deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.
16. Only vendor supported hardware and software (at the time of the incident) are covered by this SOW. Customer is required to maintain a valid hardware support contract for each device for the duration of this SOW. Hardware external to the managed / monitored device enclosure is excluded from the Service Level Agreement. Software applications not specifically listed in the Service Level Agreement are excluded.
17. Host names or IP Addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require a T&M effort to reconfigure.

3.8. Service Offering Attachment(s)

[Managed - Server - MS Windows](#)

[Managed - Enterprise Systems - MS Active Directory](#)

[Managed - Enterprise Systems - MS Exchange](#)

[Managed - Enterprise Systems - MS Office365 Exchange](#)

[Managed - Enterprise Systems - Azure AD Connect](#)

[Managed - Enterprise Systems - Azure Active Directory](#)

Section 4. Statement of Work Acceptance

- CSP Subscriptions
- Managed Services

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or fax a copy to (248) 232 5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:

DuPage County Circuit Clerk

Accepted By:

Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

DuPage County Circuit Clerk
P.O. Number (if provided)

Logicalis Engagement Number
(when available)

Billing Contact:

Kevin Vaske
DuPage County Circuit Clerk
505 N County Farm Rd
Wheaton, IL 60187-3907
(630) 407-8647

Billing Contact Correction:

Cc: Sandy Shute, Michael Stryzik, Bobbi Brooks, Dave Duncan

Section 5. Appendices

Appendix A. General Information

Appendix A. General Information

Contacts

Local Contact	Sandy Shute 3500 Lacey Rd. Suite 200 Downers Grove, IL 60515 (331) 777-3708 Sandy.Shute@us.logicalis.com
Legal Notices	Logicalis, Inc. ATTN: Legal Services 2600 S. Telegraph Road, Suite 200 Bloomfield Hills, MI 48302

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Freedom of Information

Many of Logicalis' customers are in the public sector and Logicalis is well aware of the obligations imposed on its public sector customers by the United States Freedom of Information Act ('FOIA'). Logicalis' policy is to co-operate with its public sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers that the following sections of this SOW are confidential or commercially sensitive and that disclosure of all or part of the information contained in these sections may harm Logicalis' commercial interests:

Solution Design: The solution has been derived from the intellectual effort, knowhow and expertise of Logicalis staff and consultants and may contain proposals that are original or innovative. The disclosure of this information to Logicalis' competitors may give them an unfair advantage in competing with Logicalis in future similar projects.

Costs Section: Disclosure of Logicalis' costs to competitors is likely to give those competitors an unfair advantage in competing against Logicalis in future bids and may reduce the competitiveness of future tenders.

Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalis' commercial interests by assisting competitors to compete for business from those customers.