



AMS.NET
Technology Solution Provider

**MANAGED SERVICE AGREEMENT:
MWaaS Renewal 16-17 - Router, ASA, Core Switch**

**Petaluma City Schools
Quote #Q-00007936**



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INTRODUCTION

Providing high capacity WAN connectivity, optimizing traffic flows, analyzing application visibility control, and supporting mobile devices is a priority of most organizations. To ease the management and maintenance of a Wide Area Network solution, AMS.NET offers managed MWaaS (Managed WAN as a service) services. The MWaaS Agreements support and manage the WAN infrastructure while freeing up IT resources for more strategic initiatives. Below is the list of AMS.NET offerings and a brief overview of what each service entails. All of the services below are 100% Eligible for Erate 2.0 Category 2 funding.

MWaaS Features:

Our MWaaS offering is designed specifically to provide our customers with complete technical support and assistance for your WAN Infrastructure service related issues. All customer owned routers must be under contract to receive this service. Minimum 5 Routers under contract are required.

Our MWaaS provide:

- Professional Technical Support - (See eligible technical Support on page 11)
- Remote and on-site support deemed necessary by AMS.NET Service technician - (See eligible technical Support on page 11)
- Monthly or yearly billing per ISR/ASR Router
- Minimum 1 year contract with 3, 4, and 5 year options

Our service offerings include, but are not limited to:

- Troubleshooting WAN related service requests. (See eligible technical Support on page 11)
- Break/Fix issues on covered hardware and software (See eligible technical Support on page 11)
- System updates and upgrades – (Manufacturer Support contract required on customer owned equipment - (See eligible technical Support on page 11)
- Configuration changes - (See eligible technical Support on page 11)
- Network Monitoring 24x7 – (On Cisco Prime, ISR/ASR Routers, and Cisco ME Switches only)
- Firewalls and switches can be added for an extra cost. Must purchase MWaaS - Firewall and/or MWaaS - Switch.
- Monthly reporting – (ISR/ASR Routers, Firewall, Switches under contract only)
- WAN transport Troubleshooting with Service Provider on routers that are physically connected to Service provider equipment only



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- Reinstallation and configuration of failed Switch/Router/Firewall under contract. (Router/Switch/Firewall) must have NBD (Next Business Day or 24X7 4 Hour) hardware warranty or spare onsite provided by customer to provide this service.
- Backup of configurations of routers.
- Assist with RMA for failed equipment under contract.



MWaaS – CISCO SERVICE OFFERINGS

Cisco MWaaS – Router Standard

AMS.NET can perform all the maintenance and support issues for your WAN (Wide Area Network) infrastructure as listed above in **MWaaS** features. Under this service, AMS.NET will manage your customer owned ISR/ASR Routers from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All equipment is 100% owned by customer and installed at customer locations. This equipment includes Cisco PRIME Infrastructure 2.X, Cisco ISR/ASR Routers, and Cisco Metro Switches. We will access your Cisco Prime management system from our NOC and create alerts and reporting to our management cloud. We will require that customer provide us full access to both Cisco Prime and Cisco ISR/ASR Router's. Customer will be given read only access to Cisco Prime Infrastructure and routers.

Cisco MWaaS – Firewall (Optional)

AMS.NET can perform all the maintenance and support issues for your Firewall as listed above in **MWaaS** features. Under this service, AMS.NET will manage your customer owned Firewalls from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All Firewalls are owned by customer and installed at customer locations. This equipment includes Cisco ASA Models (5512-X, 5515-X, 5525-X, 5545-X, 5555-X and 5585-X). We will manage your Firewalls with customer owned Cisco Prime management system from our NOC and create alerts and reporting to our management cloud. We will require that customer provide us full access to both Cisco Prime and Cisco ASA Firewalls. Customer will be given read only access to Cisco Prime Infrastructure and Firewalls.

Cisco MWaaS – Switch (Optional)

AMS.NET can perform all the maintenance and support issues for your switches as listed above in **MWaaS** features. Under this service, AMS.NET will manage your customer owned switches from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All switches are owned by customer and installed at customer locations. This equipment includes Cisco Switch Series Models (2960, 3560, 3650, 3750, 3850, 4500-X, 6500, 6800, and 7000). We will manage your switches with customer owned Cisco Prime management system from our NOC and create alerts and reporting to our management cloud. We will require that customer provide us full access to both Cisco Prime and Cisco switches. Customer will be given read only access to Cisco Prime Infrastructure and switches.



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CONTACTS

Sales:

For sales based inquiries, please contact our Support Contract Specialist, Michael Bruington.
mbruington@ams.net
925-245-6165

TAC:

To open a TAC case against an existing MWaaS Agreement, please contact our TAC team.

Phone

925-245-6111
800-893-3660, Option 2, 2
925-245-6100, Option 2, 2

Email

MWaaS@ams.net

Web

<http://www.ams.net/customer>



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AMS.NET OFFICE LOCATIONS

Corporate Headquarters
502 Commerce Way
Livermore, CA 94551
Telephone: 800-893-3660
Fax: 925-245-6150

Livermore Regional Office
5914 Las Positas Road
Livermore, CA 94551

Sacramento Regional Office
1200 Creekside Drive
Folsom, CA 95630
Telephone: 800-893-3660

Central Valley Regional Office
North Pointe Business Park
1155 E. North Ave., Suite 106
Fresno, CA 93725
Telephone: 800-893-3660

Southern California Regional Office
12130 Mora Drive, Suite 1
Santa Fe Springs, CA 90670
Telephone: 800-893-3660

Southern California Regional Office
41690 Enterprise Circle North, Suite 230
Temecula, CA 95290
Telephone: 800-893-3660



CERTIFICATIONS AND SPECIALIZATIONS

Cisco Gold Certified

Cisco Certifications and Specializations

- Cisco Advanced Borderless Network Architecture
- Cisco Advanced Collaboration Architecture
- Cisco Advanced Data Center Architecture
- Cisco Telepresence Video Advanced Authorized Technology Provider
- Cisco Identity Services Engine Authorized Technology Provider
- Cisco Physical Security Authorized Technology Provider

REFERENCES

Brentwood Unified School District

Renee Stewart
(925) 513-4128
rstewart@brentwood.k12.ca.us
255 Guthrie Lane
Brentwood, CA 94513

Gold Trail Unified School District

Michelle Wagstrom
(530) 626-3194 x234
mwagstrom@gtusd.org
1575 Old Ranch Rd
Placerville, CA 95667

Pajaro Valley Unified School District

Tim Landeck
(831) 786-2333
tim_landeck@pvusd.net
294 Green Valley Rd.
Watsonville, CA 95076

Sacramento City Unified School District

Vincent Flores
(916) 643-9278
Vincent@scusd.edu
5735 47th Ave
Sacramento, CA 95824

West Hills Community College District

Michelle Kozlowski
(559) 935-2169
michellekowlowski@whccd.edu
9800 Cody Street
Coalinga, CA 93210



MWaaS CONDITIONS

AMS.NET Billing and Services:

MWaaS customers will be covered under the following terms and conditions for response times and scheduling.

Response Times:

AMS.NET provides a customer service number as well as an online portal to review service requests. For service requests opened via these methods, the following rates and response apply during standard working hours.

Response Time and Escalation Schedule:

Priority	Description	Response Times	Escalation Policy
Critical (P1)	Core WAN infrastructure down or critical impact to system operations. AMS.NET and end user will provide full time resources to resolve.	1 Hour Callback/ 2 Hours Assigned/ 4 Hour On-Site (if required)	1 Hour: Technical Support Manager 8 Hours: VP of Technical Services 24 Hours: VP of Operations
High (P2)	Severe issues on the WAN infrastructure System that highly affect functionality. AMS.NET and end user will provide full time standard business hour resources to resolve.	1 Hour Callback/ 4 Hours Assigned/ 8 Hour On-Site (if required)	4 Hour: Technical Support Manager 24 Hours: VP of Technical Services 48 Hours: VP of Operations
Standard (P3)	Standard/Non-Critical issues that are negatively affecting the functionality of the WAN infrastructure. AMS.NET and end user will provide resources during standard business hours to resolve.	4 Hour Callback/ 6 Hours Assigned	24 Hour: Technical Support Manager 48 Hours: VP of Technical Services 72 Hours: VP of Operations
Informational (P4)			



Response Times and Escalation Definitions:

The service priority Critical, High, or Standard is set at the initiation of the service request and remains at that level until service request is closed. All times listed above are based on standard working hours. The clock starts on all issues once the support request has been added to our Service ticketing system.

- Critical Priority is defined as a complete WAN Infrastructure down issue or an event that has a critical impact to operation of the system. AMS.NET may assign multiple concurrent resources to critical events.
- High Priority is defined as issue or an event where operations of the WAN Infrastructure are severely degraded and business operations are negatively impacted. AMS.NET may assign multiple, concurrent resources to critical events.
- Standard Priority is defined as an issue of event that impairs the operational performance of the WAN Infrastructure. Business operations remain functional but may be degraded. AMS.NET and the customer are willing to commit resources during normal business hours to restore service.



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Standard Labor Terms:

*Standard Base Rate: \$200/per hour if AMS.NET performs service work not covered under this contract.
(Billed in 15 minute increments unless otherwise noted)*

Coverage:

Standard: 8:00am to 5:00pm Monday through Friday PST

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

Billing Information:

AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to delays or suspension of AMS.NET services.



Eligible Technical Support:

Troubleshooting/Repair - Troubleshooting, Repair, Reconfiguration, Replacement (Through Manufacturer Warranty or customer spare of customer owned equipment), Preventative Maintenance of items covered under this agreement.

Upgrades/Updates - Cisco Prime Infrastructure and Routers/Firewalls/Switches (Under Contract) IOS updates only. New major software upgrade will require approval from AMS.NET NOC to validate compatibility with current hardware and stability of the product. AMS.NET may delay upgrade to new version until it has been approved by AMS.NET NOC technical standards and hardware compatibility review

Configuration Changes - Software configuration changes on Routers/Firewalls/Switches (Under Contract) and Cisco Prime Infrastructure only.

Installation of Replacement Equipment - If replacement hardware is received from Cisco Smartnet contracts, warranty replacements or customer spares. Routers/Firewalls/Switches (Under Contract), and Cisco UCS Appliances running Cisco Prime Infrastructure Application are covered. No other hardware for replacement is covered under agreement. AMS.NET is not responsible for the delivery time from Cisco to customer location on receiving the replacement hardware either through Smartnet or manufacturer lifetime warranty replacement.

Non-Eligible Technical Support:

Reconfiguration Changes - Reconfiguration changes of existing Hardware or Software due to misuse, virus removal, or vandalism. Installation and configuration of new routers, firewalls, and switches for expansion or upgrading to newer models.

Networking equipment not covered under agreement - Reconfiguration changes of existing network Hardware or Software not specifically listed in the agreement.

Relocation: Moving Routers/Firewalls/Switches to another location



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Guidelines and Limitations:

MWaaS are billed monthly or yearly. (Erate customers require monthly billing only at end of month after service has been performed). Response time is determined from priority level.

Regular business hours are Monday to Friday, 8am to 5pm PST. Service requests opened after hours will be handled on the next open business day.

Service requests opened on weekends or Holidays will be handled the next open business day.

Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date.



Customer Responsibilities:

- Customer must provide AMS.NET with remote and on site access to their network.
- Customer must provide AMS.NET with all password and user names that are required.
- Customer must designate a resource to be the technical contact for AMS.NET engineers.
- Any additional hardware and materials needed to resolve issues will be the responsibility of the customer.
- Customer must have Cisco Prime Infrastructure 2.x Lifecycle License for each device covered under contract. (Customer can purchase from AMS.NET products and services if customer does not have Prime Infrastructure 2.x or have it currently deployed). AMS.NET highly recommends Assurance Licenses for all Layer 3 Devices under contract to provide AVC services on the WAN.
- Customer is responsible for having the necessary manufacturer warranties/support agreements in place to provide troubleshooting and hardware replacement. This entails Valid Cisco Smartnet contracts on customer owned Routers/Firewalls/Switches (Under Contract) and Cisco UCS Management Servers. Cisco Prime Infrastructure Applications requires Cisco Smartnet Essentials, and UCSS, or Cisco EMCU. These must be in effect for the length of the contract.
- Customer is responsible for providing AMS.NET with vendor account numbers, contract numbers, serial numbers, and contacts for third-party vendors.
- Customer is responsible for providing AMS.NET with any additional information that is requested in order to resolve Wireless Infrastructure issues.

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items



Customer Price Quote

Customer

Petaluma City Schools
200 Douglas St
Petaluma CA, 94952-2567 US
ATTN: Lori Deen

Quote Description

MWaaS Renewal 16-17 - Router, ASA, Core Switch

Quote

#Q-00007936

Contract Start

7/1/2016

Contract Expiration

6/30/2017

Contract Term

1 Year

Modified

3/28/2016

Account Mgr.

Dave Zieker

AM Phone

(925) 245-6160

AM Email

Inside Account Mgr.

Mike Bruington

IAM Phone

(925) 245-6165

IAM Email

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	AMS-MS-MWaaS-CISCO-STD-1 Cisco MWaaS - Standard - Router - 1 Year Monthly Sub.	13	1 Year	\$150.00	12	\$23,400.00
2	AMS-MS-MWaaS-CISCO-STD-FW-1 Cisco MWaaS - Standard - Firewall - 1 Year Monthly Sub.	2	1 Year	\$250.00	12	\$6,000.00
3	AMS-MS-MWaaS-CISCO-ENH-SW-1 Cisco MWaaS - Enhanced - Core Switch - 1 Year Monthly Sub.	10	1 Year	\$100.00	12	\$12,000.00

Order Summary

Monthly Total	\$3,450.00
Total	\$41,400.00



Sign and return this page to your account manager to accept this proposal for AMS.NET MWFaaS.

I, the undersigned ("Customer"), hereby accept this Proposal for MWFaaS Services as detailed in the quote number Q-00007936. I also agree to the following:

Terms and Conditions

Payment Conditions

Yes, Customer chooses to purchase services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired.

Term: 1 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. Incremental increases in the quantity of any of the MWFaaS services provided (e.g. for new Access Points in an existing site, or for additional sites) are allowed under the terms of this agreement for an addition per Access Point charge.


Year 1 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
AMS-MS-MWaaS-CISCO-STD-1 Cisco MWaaS - Standard - Router - 1 Year Monthly Sub.	13	1 Year	\$150.00	12	\$23,400.00
AMS-MS-MWaaS-CISCO-STD-FW-1 Cisco MWaaS -Standard - Firewall - 1 Year Monthly Sub.	2	1 Year	\$250.00	12	\$6,000.00
AMS-MS-MWaaS-CISCO-ENH-SW-1 Cisco MWaaS -Enhanced - Core Switch - 1 Year Monthly Sub.	10	1 Year	\$100.00	12	\$12,000.00

Monthly Total	\$3,450.00
Annual Total	\$41,400.00
Total	\$41,400.00



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

<p>Submitted by</p> <p>AMS.NET, Inc.</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p>	<p>Acknowledged and Agreed</p> <p>Petaluma City Schools</p> <p>Signature <u></u></p> <p>Name <u>Chris Thomas</u></p> <p>Title <u>CBO</u></p> <p>Date <u>7/29/10</u></p>
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Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.
2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.
4. The laws of the State of California will apply to this sale.
5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. **HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.**
6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.

AMS.NET Tax ID: 94-3291629
C7 License: 763508

Business Department
 200 Douglas Street
 Petaluma, CA 94952
 (707) 778-4640 FAX (707) 778-4822

SHIP TO:
 TECHNOLOGY
 200 Douglas Street
 Petaluma, CA 94952

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM: **FAX: (925) 245-6150**

AMS.Net Inc.
 502 Commerce Way
 Livermore, CA 94551

Vendor Telephone (925) 245-6100

ORDER LOCATION		VENDOR #		REQUISITIONER		REQUISITION #					
887 - TECHNOLOGY		105622/1		Debbi Winkler		R17-00524					
DATE REQUIRED		F.O.B.		TERMS OF PAYMENT		SHIP VIA					
08/12/2016						BUYER					
ITEM		QTY		UNIT		DESCRIPTION		UNIT COST		EXTENSION	
1		12		EACH		#Q-00007936 Managed Service Agreement -Router, ASA, Core Switch		3,450.00		\$41,400.00	
						Order Sub-Total				\$41,400.00	
						Sales Tax				.00	
						Shipping				.00	
						Adjustment				.00	
						Order Total				\$41,400.00	
						ACCOUNT DISTRIBUTION		AMOUNT			
						01-0000-0-0000-7700-5849-891-9920		\$16,560.00			
						01-0000-0-0000-7700-5849-891-9950		\$24,840.00			