



121 West 10th Street
Erie, PA 16501
www.velocitynetwork.net
814-833-9111

Erie County Technical School

Mike Miller
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ECTS Security Services + After Hours Help

Quote # JJ020764
Version 1

Velocity TITAN Agreement - 24 Month Term

Description	Recurring	Qty	Ext. Recurring
Velocity Network Total IT and Network (TITaN) Management Agreement <u>VNET Total IT Assurance Network (TITAN) Agreement</u> <u>TITAN Server - Servers</u> • Unlimited 24 x 7 x 365 remote and onsite server monitoring and management • Maintenance for patch updates, backup restore testing, and application support • Managed Antivirus / Anti-Spyware protection <u>TITAN Workstation - Workstations</u> • Unlimited 24 x 7 x 365 remote and onsite desktop monitoring and management • Unlimited remote and onsite desktop support (Tier 1 - Tier 2 technical support services) • Microsoft Windows and Office, email client, 3rd party applications and software, & Internet connectivity support • Installation of recommended maintenance and security updates • Managed Antivirus / Anti-Spyware Protection • Managed Spam Filtering Service (78 Total Mailboxes) • Microsoft 365 Email Backup Service (78 Total Mailboxes) • Advanced Email Threat Protection with Microsoft 365 Account Takeover Remediation and Alerting (78 Total Mailboxes) <u>TITAN Firewall / Switch Support - (Entire Network)</u> • 24 x 7 x 365 Monitoring and onsite service of Firewall / Switch / Wireless Infrastructure • Network Mapping / Auditing • Configuration Backup <u>TITAN Privilege Management Software</u> • Real-time privilege management software • Approve / deny software installs based on version for a single user or the company as a whole <u>TITAN Security Operations Center (SOC) Services</u> • Centralized Log Management (Firewall, Servers, Workstations) • Security & Information Event Management (SIEM) • Anomalous Login Detection • Threat Intelligence Integration • User & Entity Behavior Analysis (UEBA)	\$5,212.00	1	\$5,212.00

Velocity TITAN Agreement - 24 Month Term

Description	Recurring	Qty	Ext. Recurring
- Endpoint Detection & Response (EDR) 24x7x365 SOC Monitoring and Alerting - Quarterly and Annual Security Scans			
TITAN Security Awareness Training			
<i>Baseline Testing</i>			
VNET provides baseline testing to assess the knowledge of your user base through a simulated phishing attack administered by VNET.			
<i>Train Your Users</i>			
VNET's security awareness platform has a vast library of security awareness training content; including interactive modules, videos, games, posters and newsletters. Training will be scheduled and managed by VNET.			
<i>Phish Your Users</i>			
VNET provides a fully automated solution of simulated phishing attacks that helps you manage the problem of social engineering.			
<i>Detailed Reporting</i>			
Review reporting for phishing campaigns as well as details concerning the completion percentages of training courses presented to your organization.			
<u>TITAN Password Self-Service</u>			
- End user password reset platform - Identity verification - Centralized management - Privilege and service password management			
<u>TITAN Client Portal</u>			
- Online access to support tickets - Agreement and Proposal Access - Invoicing history			

Subtotal: **\$5,212.00**

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Quote Information:
Quote #: JJ020764
Version: 1
Delivery Date: 07/08/2024
Expiration Date: 07/31/2024

Expenses Summary

Description	Amount
Velocity TITAN Agreement - 24 Month Term	\$5,212.00
Total: \$5,212.00	

Payment Options

Description	Payments	Interval	Amount
Contract Term			
24 Month Agreement	24	Monthly	\$5,212.00

Summary of Selected Payment Options

Description	Amount
Contract Term: 24 Month Agreement	
Selected Recurring Payment	\$5,212.00

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Velocity Network

Signature: 
Name: Joel Deuterman
Title: President / CEO
Date: 07/08/2024

Erie County Technical School

Signature: _____
Name: Mike Miller
Date: _____

[Click here to sign](#)

TITAN Statement of Work Additions

TITAN services will be audited monthly and reviewed quarterly by VNET and Customer. Any changes to the previous agreement amounts will be confirmed and an amendment to the agreement will be drafted to incorporate the additions to the TITAN statement of work.

Velocity Network Statement of Work

Statement of Work

This Statement of Work is made on 01/01/0001 by and between Velocity Network Network, Inc. ("Velocity"), with offices located at 121 West 10th Street, Erie, Pennsylvania, 16501 and Erie County Technical School ("Partner"), with offices located at 8500 Oliver Road Erie, PA 16509

This Statement of Work ("SOW") is governed under the terms of the Master Services Agreement ("MSA") located at <https://www.velocitynetwork.net/msa> (the "MSA"). Your acceptance of this SOW indicates your acceptance of all terms of the MSA. If you do not agree with the MSA or cannot access the MSA, please contact us for more information before signing this document.

Velocity Network, Inc. ("VNET," "we," "us," or "our") will provide the services that are expressly described in this SOW. Any services that are not expressly in this document are out-of-scope and will not be provided unless otherwise agreed to by us, in writing, in an addendum to this SOW.

1. TECHNOLOGY SYSTEM MANAGEMENT OVERVIEW

The parties recognize that the Partner's Technology System requires regular supervision, maintenance, and upgrades to remain operational. The Partner's current Technology System has received *VNET Certified* status. This certification designation is reserved for businesses whose Technology System meets or exceeds the exacting standards VNET and the Information Technology (IT) industry at large deem crucial to ensure the security, performance, and manageability of a Technology System. With this certification, VNET can offer a solution to comprehensively and proactively manage the Partner's current Technology System.

Partner therefore agrees to appoint VNET as the lead and/or as a senior member of their IT Management Staff. Partner understands that the advice and instructions of VNET in regards to the Technology System is being offered in order to help the Partner maintain the integrity of their Technology System.

VNET agrees to provide a team of engineers to manage the Technology System and help perform CIO job functions. VNET agrees to provide labor for maintenance services to attempt to correct any error reported by Partner and/or determined by VNET, in its sole discretion, as present in the Technology System for the term of this Agreement. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Partner. VNET does not have authority to make purchases of hardware or software or third party services for the Partner unless approved by the Partner in advance.

Partner shall provide reasonable access to its premises and hardware installations to enable VNET the opportunity to maintain the current Technology System. Partner also agrees to assign one employee to be Liaison or contact person to VNET in order to make communications between both parties effective. Partner also agrees that as the current Technology System's complexity evolves via additions, replacements, or modifications, this Agreement may require addenda and/or adjustments be made to account for these alterations. One time project-based charges for new or replacement installations (of hardware, software, network components, etc.) may also apply. VNET sales team specialists and engineers will work with Partner to determine the requisite alterations and pre-approve any charges on a case-by-case basis.

DEFINITIONS

- A. The term "Technology System" as used in this Agreement refers to the supported hardware specified in this Agreement or any addendum applied hereto or in the future.
- B. The term "Supported Software" as used in this Agreement refers to software owned by Partner specified in this Agreement or any addendum applied hereto or in the future.

Velocity Network Statement of Work

- C. The term "Onsite" refers to the time spent by a VNET technician physically on any of the Partner's premises.
- D. The term "Workstation Computing Device" (hereinafter called "Workstation") refers to any single computer that connects to the Technology System on a regular basis and performs a computational duty in a client or end user capacity.
- E. The term "Server Computing Device" (hereinafter called "Server") refers to any single computer or computer system that connects to the Technology System on a regular basis and performs a computational duty in an application or file serving capacity.
- F. "Telephony System" is defined as the Partner's telephone switch (a.k.a. PBX), telephone sets, and other telephony devices, which allow for analog and digital voice communication.
- G. "ERP" is defined as Enterprise Resource Planning. An ERP solution is a technology tool, which can maintain inventory, track assets, manage human resource functions etc. It is a high end accounting system with modular functionality that can be added depending on the type of business it is serving.
- H. "CRM" is defined as Client Relationship Management. A CRM solution is a technology tool, which helps organizations manage their clients and provide better service and response time.
- I. "CBT" is defined as Computer Based Training. This allows Partner's personnel to be trained at their own pace through programs installed on the Partner's computers on location.
- J. "VPN" is defined as Virtual Private Network. This allows a user to securely connect to the remote PC or networks and temporarily access the remote PC or network as an authorized user.
- K. The term "Third Party Support Provider" is defined as companies or entities that Partner is currently in an agreement with or will be in an agreement with to offer various products and services such as ERP, CRM, Telephony Systems, ISP Services, Telephony Connections, and/or support.
- L. The term "Other Monthly Support Items" is defined as items that are normally supported by other Third Party Support Providers such as ERP, CRM, and Telephony systems. (If not currently listed and the Partner desires, VNET may additionally be able to offer support on these items in the same manner that it supports the Technology System. Feasibility and costs to perform such additional services are determined on a case-by-case basis and are totally separate from this Agreement.)
- M. Liaison is defined as Partner's employee that acts as a contact person between VNET and Partner. Liaison responsibilities may include:
 - a. Undergoing training by VNET to discern basic user or computer problems or to call VNET for technical support.
 - b. Performing other miscellaneous functions related to helping the Partner improve its efficiency concerning computer systems.

2. SERVICES PROVIDED

Following is a list of services provided, either as part of this Agreement or as available additional services to be purchased separately:

a. Technology System Monitoring Services

1. VNET will proactively monitor the Technology System 24 hours a day, 7 days a week for such problems as virus infection, internal and external security breaches, low system resources, improper usage, system failures, data backup routine failures, etc.
2. VNET also monitors the usage of the total Technology System's capabilities. If the capabilities are nearing full utilization capacity, VNET will make recommendations to Partner to prevent capacity exhaustion.

b. Remote Help Desk Support Services

1. VNET provides full-time system engineers on staff to respond to Partner requests. These engineers are available by telephone and e-mail. A support phone number and email address will be provided to Partner.

Velocity Network Statement of Work

2. In addition to traditional help desk support, VNET will have the ability to connect to the Partner's servers and to the Partner's employees' Windows-based workstations to remotely-control the devices and offer assistance.

C. On-Site Support Services

1. In the event Remote Help cannot fully address an issue, VNET engineers will be dispatched to Partner's site.
2. VNET engineers will visit Partner's site to perform routine maintenance as needed.
3. Should an Onsite engineer encounter an issue with the Technology System, they will assess the degree of the issue and will either perform an Onsite fix, request additional support staff be dispatched, or make recommendations to Partner to help resolve the issue.

D. Third Party Vendor Installation and Upgrade Shadowing Services

1. In cases where a Third Party Hardware or Software vendor is installing or upgrading technology component that may affect the Technology System, VNET engineers can be available to oversee the third party install or upgrade since VNET engineers will have a comprehensive overview of the Technology System and can possibly help the third party vendor avoid making any accidental missteps that may adversely affect the Technology System VNET manages. Therefore, VNET encourages this "vendor shadowing" practice heavily.

The following professional services outlined in sections e-h (below) can be utilized at any time during VNET's normal business hours.

E. Virtual Chief Information Officer (VCIO) Services

1. Upon approval of agreement, Partner and VNET will develop and agree to a schedule to discuss the state of the Technology System, any current or future projects/needs, any current or future concerns, and to discuss any other topics of import to the Technology System.
2. Partner may request a VNET representative to give their advice regarding Partner's existing "Technology System".
3. At Partner's request, representatives from VNET can physically meet with or have a teleconference meeting with your management or outside vendors to recommend the best ways to make new technical decisions, purchases, policies, training, etc.

F. Needs Assessment Services

1. VNET can assess what Partner has, intends to procure, and/or what they are trying to accomplish in the realm of technology. From this assessment, VNET will make recommendations to help improve, enhance, and/or better utilize the Technology System.

G. Research and Screening Services

1. Partner may request that VNET research a particular facet of a technology solution such as a new device or new software application. VNET will research this new technology and report the findings.
2. Generally, after making such findings, Partner will wish to interact with new providers and resellers of such technology. VNET can help the Partner by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with the Partner, then VNET can arrange such a meeting and attend said meeting as well. After the meeting, VNET is available to debrief the Partner and to give its opinion of the technologies and/or services to be provided so that the Partner can make more informed decisions.

H. Design and Planning Services

3. If Partner is planning a major upgrade to the existing Technology System, VNET can help plan and design the Technology System changes with the Partner. Advance planning is crucial to assure the rollout is most effective and most efficient.

Velocity Network Statement of Work

3. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT (SLA)

VNET wishes to keep Partner's Technology System in peak performance. Therefore, VNET will guarantee that at least 95% of the time, measured over a calendar month, it will be able to respond to Partner's problem tickets in the following manner:

Acknowledgement – The timeframe within which 1) a service request will be entered into our service request tracking system and 2) Partner will be contacted by phone or e-mail to verify that the request has been entered successfully. The acknowledgement times for each SLA tier are:

- *Normal Acknowledgement* – Thirty (30) Minutes from initial request submission
- *Emergency Acknowledgement* – Contact the VNET Help Desk and Emergency support tickets will be acknowledged immediately. Upon agreement signing, a special phone number will also be given to the liaison and its intended use will be reviewed.

Initiate Work – The timeframe within which a technician begins to fulfill the service request. The work initiation times for each SLA tier are:

- *Normal Initiation* – One Business Day from initial request submission
- *Emergency Initiation* – Contact the VNET Help Desk and Emergency support tickets will have work initiated immediately. Upon agreement signing, a special phone number will also be given to the liaison and its intended use will be reviewed.

Note: These Service Level Agreement (SLA) times assume that any required replacement equipment is either on hand at Partner's site or can be ordered and received such that labor can be performed to meet the definition of this SLA. Also, any third party software support for outages and or issues will be utilized as needed and their support mechanisms and timeframes may not permit VNET to meet the definitions of this SLA.

6. SERVICE RATES

The fees under this SOW are as follows:

- a. **Set Monthly Fee** - This is a prepaid service. Payments shall be made based on a set monthly fee as described in this SOW for the Term of this Agreement. Payment for TITAN service shall be paid and delivered by Partner upon receiving said invoices.
- b. **Mileage** - There is NO CHARGE for mileage to and from VNET's location and Partner's Local Erie Location. This is built into the set monthly rate.
- c. **Travel Time** - There is NO CHARGE for travel time to and from VNET's location and Partner's Location for offices located in the Erie Metropolitan Area. This is built into the set monthly rate. Offices outside of Erie will be quoted a mileage/time fee for travel if necessary.
- d. **Hard Goods** - Partner may purchase hard goods from VNET. Payment rates and terms on all hard goods will be determined as required by VNET.

7. CONFIDENTIALITY

- a. VNET agrees to keep in confidence and not disclose to non-VNET employees any information relating to the Partner's Technology System.
- b. Partner agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Partner's business objectives.
- c. Partner shall take all reasonable precautions to maintain the confidentiality of the Technology System; but not less than that employed to protect its own proprietary information.

8. Term

The initial term of this SOW will be for **Twenty-Four (24)** following the execution date of this SOW. At the end of the initial term, this SOW will automatically renew on a month to month basis until a new SOW term is authorized between Partner and VNET.

Velocity Network Statement of Work

VNET and Partner may terminate the agreement for convenience without penalty during the first 90 days of the Agreement term. Upon termination, Partner must remit payment for any outstanding invoice balances due to VNET.

After the initial 90 day period, If Partner terminates the Agreement for convenience prior to the expiration of the Term, Partner shall be responsible for paying VNET for all remaining Monthly Recurring Charges in connection with the termination of such Services for the remaining portion of the Term.

Additional Terms

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by VNET, and Client shall not modify these levels without our prior written consent.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Dark Web Monitoring

Our dark web monitoring services utilize the resources of third party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that VNET or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any

Velocity Network Statement of Work

unauthorized or impermissible disclosure of Client's confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in this SOW, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy ("FUP") applies to all services in this SOW that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Microsoft 365 / Email

You are solely responsible for the security, confidentiality and integrity of all email and the content of all email, received, transmitted or stored through the Microsoft 365 email service that is under your control ("M365 Email"). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the M365 Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by VNET or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the M365 Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law.

VNET reserves the right, but not the obligation, to suspend Client's access to the M365 Email and/or all transactions occurring under Client's M365 Email account if VNET believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

Velocity Network Statement of Work

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither VNET nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. VNET cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that VNET shall be held harmless if such data corruption or loss occurs. **Client is required to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by VNET on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, VNET does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. VNET is not a warranty service or repair center. VNET will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which VNET will be held harmless.

Quarterly Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and VNET's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, VNET is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. VNET will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the VNET on Client's corporate records or accounts.

Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Penetration Testing; Vulnerability Assessment

You understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false

Velocity Network Statement of Work

alarms are not reported or treated as “real alarms” or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment (“Testing Activity”). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under this SOW, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

Hardware as a Service (Haas)

You will use all VNET-hosted or VNET-supplied equipment and hardware (collectively, “Infrastructure”) for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure is violates the terms of this SOW or the Agreement.

Domain Name Services

If you register, renew, or transfer a domain name through VNET, we will submit the request to the applicable domain name services provider (the “Registrar”) on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions, or failures of the Registrar.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at VNET, or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Licenses

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of this SOW unless otherwise expressly stated herein.