

**CONTRACT NAME: ADDENDUM 2.0 TO THE SERVICES
LEVEL AGREEMENT BETWEEN QUEST AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: DJUSD has a managed services agreement (IaaS | Infrastructure as a Service) with Quest to provide a number of Technology Services to the school district.

Effective July 1, 2015, DJUSD will move all of their data processing and file storage to the Quest Data Center in Sacramento. The details of this migration were planned, communicated, budgeted for and approved, and are reflected in this new addendum. No additional funding is being requested.

ADDENDUM 2.0 – MANAGED SERVICE RENEWAL

Davis Joint Unified School District (“Client”) has requested an addendum to Service Level Agreement dated April 7, 2014, to reflect the recent extension of the term of service(s.) The new term of service(s) will commence July 1, 2015 for a period of 36 months. Addendum 2.0 will commence in accordance with terms listed in the Service Level Agreement dated April 7, 2014. Addendum 2.0 will replace all previous listed services prior to this Addendum.

1. Extension Service Summary

Quest will continue Services (as defined in Section 3) to Client. The components relating to the Services are as follows:

1.1. Quest Provided ESX Hosts

- Quest will provide three (3) physical host servers at the Quest BRC, McClellan, CA.
 - Each Host: Dual 8 core Processors, 144 GB RAM, 10 GbE Connectivity
 - Upon initial configuration HA will be enabled across the three (3) Quest provided hosts.
- Quest will provide 7x24 monitoring and fault alerting of VMware vCenter issues/alerts. This would include licensing, event monitoring. Quest can help remediate if engaged by Client per the Technical Support Rates. Moves, adds or changes are billable per the Technical Support Rates.
- Quest will provide 7x24 monitoring and alerting of physical hardware for errors, stability and utilization. Quest will remediate hardware or component failure(s) for provided infrastructure.
- Quest retains ownership of hardware/software related to the technology provided within the services listed.
- Upon Client notice, Quest will be available for review of hardware and VMware Firmware updates on provided hardware asset(s). Quest will review and provide recommendation on the necessity/urgency of the update. Implementation of update(s) may be billable based on the nature of the update.
- Quest will remove existing VMware licensing from currently provided services as noted in Section 2.2.

- Client will provide Windows Server OS licensing.
- Client will not have access to VMware vCenter environment.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.
- Troubleshooting and/or remediation of hardware issues (non-configuration) is included. Troubleshooting and/or remediation of all other issues will be billable per the Technical Support Rates.

1.2. Infrastructure Monitoring and Alerting – Firewall (non-IDS/IPS)

- Quest will provision two (2) firewalls with IPSEC VPN capability at the Quest BRC, McClellan, CA.
- Quest retains ownership of hardware and support contracts related to the technology provided within the services listed.
- Quest will provide 24x7 real-time monitoring and notification of assets via SNMP statistics for performance, errors, stability, and utilization.
- Client is responsible for Security monitoring and management.
- It is recommended that Client develop a strategy for intrusion detection and prevention.
- Client is responsible for configuration policy and firewall rule sets.
- Client will follow Quest Change Management Procedure for services defined in this addendum. Changes requested or on behalf of Client will be billable per the Technical Support Rates. Quest will retain direct access to asset(s) in line with Quest Change Management Procedure.
- Troubleshooting and/or remediation of provided hardware/ iOS (non-configuration) is included. Troubleshooting and/or remediation of all other issues will be billable per the Technical Support Rates.
- Client is responsible for defining security policies and firewall rule sets.
- Quest will maintain a recent configuration backup remotely from the device with notification from the Client that the configuration has changed. Client is responsible for configuration policy.

- Upon Client notice, Quest will be available for review of Firmware/iOS updates on contracted asset(s). Quest will review and provide recommendation on the necessity/urgency of the update. Implementation of update(s) may be billable based on the nature of the update.
- Threat monitoring services are not included, but can be added to service upon Client request.
- Quest conducts logical/physical access reviews of the underlying hosting platform periodically, as well as annually, as part of its SSAE16 audit. Upon Client request, Quest can add service to perform similar access reviews of the systems and applications under Client control.

1.3. Infrastructure Monitoring and Alerting – Load Balancer

- Quest will provision one (1) load balancer on a shared platform for Client's public-facing website.
- Quest will provide 24x7 monitoring and alerts on the back-end infrastructure and hardware failure. Quest will remediate hardware or component failure(s) for provided infrastructure
- Quest retains ownership of hardware and support contracts related to the technology provided within the services listed.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.
- Troubleshooting and/or remediation of issues will be billable per the Technical Support Rates.
- Quest will maintain a recent configuration backup.

1.4. Infrastructure Monitoring and Alerting – Virtual Servers

- Quest will provide 7x24 alerting of asset(s) for performance, errors, stability, and utilization for up to fifteen (15) virtual servers. Client to specify which servers to monitor and will be documented on the 60 day Profile.
- Quest will implement OS Patches for up to fifteen (15) Windows Server OS (monthly basis on Critical patches as defined by Vendor). Release of updates will be determined by manufacturer. Quest and Client will define a patch maintenance window and process during installation of services.
- Troubleshooting and/or remediation will be billable per the Technical Support Rates.
- Client is responsible for SQL/Application monitoring and management.
- Client will provide Windows Server OS and Application licensing.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.

1.5. Quest Data Center Services

- Quest will provide 5 Mbps of internet bandwidth, burstable to 100 Mbps, at the Quest BRC, McClellan, CA. Overages will be billed at 95th percentile of usage for the month and billed at \$18.50/Mbps
- Quest will provide two (2) cross connects for customer's private circuit connectivity at the Quest BRC, McClellan, CA. Client is responsible for Telecommunications Contracts on private circuit.

1.6. Quarterly Vulnerability Scanning

- Quest will provide quarterly vulnerability scans for up to nine (9) IP addresses as pre-defined by the Client.
- The Client will receive comprehensive vulnerability report details of all known system vulnerabilities and quarterly review session with Quest representative.
- Includes scanning appliance installed on inside of Client's network
- Troubleshooting and/or remediation of related issues is available upon Client request, billable per the Technical Support Rates.

- Ad hoc scanning service can be provided at \$35/IP address per event.

1.7. Quest Provided Dedicated SAN Services

- Quest will provide one (1) dedicated SAN with 20 TBs of useable SATA storage at the Quest BRC, McClellan, CA. Additional fees will apply for additional storage.
- Quest will provide 24x7 monitoring and alerts on the back-end infrastructure and hardware failure. Quest will remediate hardware or component failure(s) for provided infrastructure.
- Upon Client notice, Quest will be available for review of Firmware/iOS updates on contracted asset(s). Quest will review and provide recommendation on the necessity/urgency of the update. Implementation of update(s) may be billable based on the nature of the update.
- Changes (moves, adds, removals) requested or on behalf of Client will be billable per the Technical Support Rates.
- Troubleshooting and/or remediation of all other issues will be billable per the Technical Support Rates.

1.8. Application Monitoring Services – Exchange

- Quest will provide 24x7 application monitoring and alerting for two (2) Exchange servers for CPU, memory, disk, services, faults, mail queue, and performance.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.
- Troubleshooting and/or remediation will be billable per the Technical Support Rates.
- Client is responsible for Exchange and Active Directory management.
- Client will provide Application licensing.
- Client is responsible for Exchange Service Packs, roll-ups, minor updates and all non-OS patching.
- Client is responsible for Exchange Architecture, Active Directory Policy.

1.9. Quest Provided Backup Services – Local and Remote

- Quest provided Local and Remote vaulting services will be upgraded from 6 TBs up to 20 TBs of RAW backup storage. One Vault located at Quest's BRC Data Center, One Vault Located at Client Premise.
- Quest will provide the following agents: 4 Host Level, 2 Exchange and 1 SQL.
- Quest will retain ownership of all software and licensing for provided solution.
- Quest will maintain the back end infrastructure and validate solution connectivity.
- Quest will monitor backup jobs and remediate job failure(s) if they occur.
Troubleshooting/Remediation outside of job failure(s) will be billable per the Technical Support Rates.
- Client is responsible for providing current lists of assets to backup and local retention policies. Client is responsible to notify Quest of new server/data to backup or monitor for job failure(s).
- Client is responsible for determining backup policies and retentions.
- Restoration of data will be billable per the Technical Support Rates.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.

2. Month-to-Month Service Summary

Quest will continue to provide existing Services (as defined in Section 3) to Client on a month-to-month term. Client must give a minimum of thirty (30) days written notice to remove the following services. Quest does not pro-rate final months billing. The components relating to the Services are as follows:

2.1 Quest Provided Shared SAN Services

- Quest will continue to provide 2 TBs of SAS and 4 TBs of SATA storage at the Quest BRC, McClellan, CA.
- Quest will provide 24x7 monitoring and alerts on the back-end infrastructure and hardware failure.
- Quest retains ownership of hardware and support contracts related to the technology provided within the services listed.

- Quest will implement firmware and maintenance patches. Release of updates determined by manufacture. Major upgrades (e.g. version 3.0 to 4.0 or upgrades requiring additional hardware/software) are not included, but available per the Technical Support Rates.
- Changes requested or on behalf of Client will be billable per the Technical Support Rates.
- Troubleshooting and/or remediation of hardware/ iOS (non-configuration) is included. Troubleshooting and/or remediation of all other issues will be billable per the Technical Support Rates.

2.2 Quest Provided VMware Licensing

- Quest will provide VMware vSphere and vCenter licensing for two (2) ESX Servers.
- Licensing will be replaced by Client provided licensing as noted per Section 1.1 of this Addendum 2.0.

3. Services

3.1 **Services.** Quest and Client have identified the following list of components.

Group	Components	Qty.	Services	Overage Fee	Owner of Hardware/Software
1.1	Infrastructure: ESX Host See Specs in Section 1.1	3	Provided, Alert Notification	N/A	Quest Managed Services
1.2	Infrastructure: Firewall (non-IDS/IPS)	2	Provided, Alert Notification	N/A	Quest Managed Services
1.3	Infrastructure: Shared Load Balancer	1	Provided, Alert Notification	N/A	Quest Managed Services
1.4	Virtual Infrastructure: Server Monitoring	15	Alert Notification, Monthly OS Patching	N/A	Quest Managed Services
1.5	Data Center: Burstable Internet Bandwidth (per Mbps base)	5	Provided, Burstable up to 100Mbps	\$18.50 / Mbps	Quest Managed Services
1.5	Data Center: Cross Connects	2	Provided	\$25.00/x-connect	Quest Managed Services
1.6	Security Services: Quarterly Vulnerability Scanning (per IP)	9	Reporting, Review	\$35/IP per scan	Quest Managed Services
1.7	Storage Services: Dedicated SAN - SATA (per TB)	20	Provided, Alert Notification	\$0.45/GB	Quest Managed Services
1.8	Application Services: Exchange Monitoring	2	Alert Notification	N/A	Quest Managed Services
1.9	Backup Services: Dual Vault (per TB)	20	Provided, Backup Job Failure Remediation	\$300/TB	Quest Managed Services
1.9	Backup Services: Host Agents	4	Provided	N/A	Quest Managed Services
1.9	Backup Services: Exchange Plugin Agents	2	Provided	N/A	Quest Managed Services
1.9	Backup Services: SQL Plugin Agents	1	Provided	N/A	Quest Managed Services

Group	Components	Qty.	Services	Overage Fee	Owner of Hardware/Software
2.1	SAN Services: Shared SAS (per TB)	2	Provided, Alert Notification	\$0.35/GB	Quest Managed Services
2.1	SAN Services: Shared SATA (per TB)	4	Provided, Alert Notification	\$0.20/GB	Quest Managed Services
2.2	Licensing Services: VMware vSphere/vCenter (per ESX Host)	2	Provided	N/A	Quest Managed Services

3.2 Reporting – Client will be provided the following reports in a secure manner:

- Service Report

INVESTMENT

• Group 1.1	<i>\$1,650.00/month</i>
• Group 1.2	<i>\$600.00/month</i>
• Group 1.3	<i>\$250.00/month</i>
• Group 1.4	<i>\$1,125.00/month</i>
• Group 1.5	<i>\$142.50/month</i>
• Group 1.6	<i>\$225.00/month</i>
• Group 1.7	<i>\$3,500.00/month</i>
• Group 1.8	<i>\$190.00/month</i>
• Group 1.9	<i>\$4,500.00/month</i>
• Group 2.1	<i>\$1,500.00/month</i>
• Group 2.2	<i>\$475.00/month</i>
• Setup Fee.....	<i>Time and Materials</i>

New Monthly Fee:

\$14,157.50

Installation Fee (NRC):

Time and Materials

*All fees are in US Dollars.

*These services included, in this Addendum 2.0, will commence July 1, 2015 for a period of 36 months. Addendum 2.0 will commence in accordance with terms listed in the Service Level Agreement dated April 7, 2014. Addendum 2.0 will replace all previous listed services prior to this Addendum. Monthly Fee listed will replace previous MRC. Client shall be liable for and shall pay any state or local tax, fee, charge, or surcharge payable for services that are subject to such imposition.

For Services listed under Section 3.0, Quest will continue to provide existing Services (as defined in Section 3) to Client on a month-to-month term. Client must give a minimum of thirty (30) days written notice to remove the following services. Quest will reduce Monthly Service Fee once Client provides notice to remove and the Service is fully decommissioned from Service.

Technical Support Rate Schedule*:

Remote (Quest NOC) Support (billed in 15 minute increments)

Cable Plant at Quest Data Center	\$65 per hr.
Desktop/Printer	\$75 per hr.
Video Surveillance, Access Control	\$85 per hr.
Audio/Video, Video Conferencing	\$85 per hr.
Network, DaaS, Server or Storage	\$125 per hr.
Program Manager	\$125 per hr.
SQL, .NET, SharePoint	\$150 per hr.
VoIP, Security, Mobility or VMware	\$150 per hr.

On Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

Data Cabling	\$65 per hr.
Desktop/Printer	\$85 per hr.
Video Surveillance, Access Control	\$85 per hr.
Audio/Video, Video Conferencing	\$85 per hr.
Network, DaaS, Server or Storage	\$150 per hr.
Program Manager	\$125 per hr.
SQL, .NET, SharePoint	\$175 per hr.
VoIP, Security, Mobility or VMware	\$175 per hr.

Emergency Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

Data Cabling	\$95 per hr.
Desktop/Printer	\$125 per hr.
Video Surveillance, Access Control	\$135 per hr.
Audio/Video, Video Conferencing	\$135 per hr.
Network, DaaS, Server or Storage	\$200 per hr.
SQL, .NET, SharePoint	\$225 per hr.
VoIP, Security, Mobility or VMware	\$225 per hr.

Accepted and Agreed to By:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

QUEST

Signature:  _____

Signature: _____

Name: Bruce E. Colby

Name: _____

Title: Asso. Supt. Business Services

Title: _____

Date: April 8, 2015

Date: _____

The Primary Contacts for Quest:

Andrew Samms – Account Manager – (916) 338-7070

Dave Montano – Technical Consultant – (916) 338-7070

Chris Freitag – Service Manager – (916) 338-7070

Once signed, please fax the signed document to Managed Service Contracts at (916) 344-5924. Upon receipt by Quest, its authorized representative shall execute the Addendum and return a fully executed Addendum, including all exhibits, to Davis Joint Unified School District for their files.