



Date: November 15, 2021

To: James O. Winham, President & CEO

From: Frank Gresh, CIO

Re: Cox Communications/RapidScale Non-Competitive Purchase

Policy:

Non-competitive negotiations may be used as a procurement method for purchases of products or services when available from only one source (Sole Source), or when it is determined by the EMSA Chief Executive Officer that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to EMSA (Non-competitive).

A Non-Competitive purchase exists when it is advantageous to EMSA to declare a purchase non-competitive because it will result in verifiable financial savings to the organization, is a trial or pilot program, or utilizing a competitive process will be detrimental to timely securing of the goods or services. More than one potential supplier may exist for a good or service. The advantages will be documented when declaring the purchase non-competitive. Taking this into consideration, only one reasonable and practicable source exists to supply a good or service. Such advantages may include, but not be limited to: professional and legal services based on uniqueness, vendor qualifications, or timeliness of purchase. EMSA will ensure the item is as follows:

1. The product or service is a desired experimental trial/pilot or testing nature;
2. Additional products or services are needed to complete an ongoing task;
3. The needed product or service may be available from more than one source however, due to documented advantages, such as uniqueness, vendor qualifications, timeliness, etc., a non-competitive purchase may be initiated when it is determined by the EMSA Chief Executive Officer that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to EMSA; or
4. Funds have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding.

Overview:

EMSA has an extensive wide-area network that connects all our facilities and dispatch centers with each other and our data center. Cox Communications has been our primary provider of fiber optic network services for that network for many years now.

In 2008 EMSA migrated from using an in-house email server to using a cloud-based service provided by Microsoft. During that time, EMSA utilized a partner of record to provide a number of services, including providing licenses for using Microsoft's cloud-based email platform (commonly known as Microsoft 365). In this same time period, EMSA also utilized email security services from Mimecast. Mimecast's business model does not allow for direct sales, but instead uses third parties to resell those services. EMSA has been using Enclyne (formerly Strategic SaaS) out of Austin Texas as our partner of record to "resell" us those services from Microsoft and Mimecast.

Cox Business Services and Cox Communications (Cox) acquired a company named RapidScale that provides some of the same reseller services as our current vendor, but also provides significant additional support functions for both the Microsoft and Mimecast service offerings which would be very useful for the EMSA IT Team.

Cox is willing to offer significant savings when bundling both the wide-area network services and the Microsoft and Mimecast services. We have a proposal from Cox to renew our wide-area network agreement for 36 months as well as having Cox become our partner of record with Microsoft and Mimecast. By bundling these two services from Cox, they are offering a discount on the network pricing of \$68,689.82 per year for the duration of this renewal period, which equals \$208,069.46 for the 36-month term of the agreement.

Request:

Not only will this offering save EMSA significant dollars, but it will also provide an additional level of support for our end users on the Microsoft and Mimecast platforms. I am requesting that you and the EMSA Board of Trustees approve a Non-Competitive purchase from Cox to provide for our primary wide-area network as well as Microsoft email and application services and Mimecast email security services. The reasoning behind the request is that there are very demonstrable savings that EMSA will achieve from this bundling of services and, there is no other company able to provide this bundle at this cost savings in the market that we are aware of.

EMSA	CURRENT			
	Strategic		Monthly	Annual Amount
	Qty.	SaaS Rate	Amount	
M365 Product				
Microsoft Power Bi Pro	10	\$ 10.00	\$ 100.00	
Enterprise Mobility + Security E5	1	\$ 14.80	\$ 14.80	
Microsoft Visio Online Plan 2	15	\$ 15.00	\$ 225.00	
Exchange Online Plan 1	265	\$ 4.00	\$ 1,060.00	
Microsoft Project Plan 3	4	\$ 30.00	\$ 120.00	
Azure Active Directory Premium Plan 1	800	\$ 6.00	\$ 4,800.00	
Office 365 Enterprise E3	2	\$ 20.00	\$ 40.00	
Microsoft 365 Apps for Enterprise	1	\$ 12.00	\$ 12.00	
Microsoft 365 Business Standard	210	\$ 12.50	\$ 2,625.00	
Office 365 Enterprise E1	60	\$ 8.00	\$ 480.00	
Microsoft 365 Business Basic	289	\$ 5.00	\$ 1,445.00	
6% discount			\$ (625.46)	
TOTAL:			\$ 10,296.34	\$ 123,556.08

Mimecast Product				
M2A	800	\$ 5.58	\$ 4,466.67	
Mimecast Secure Messaging	800	\$ 0.92	\$ 733.33	
Large file Send	800	\$ -	\$ -	
Mimecast Archive Power Tools	800	\$ 0.36	\$ 286.67	
Mimecast Internal Email Protect	800	\$ 0.81	\$ 650.00	
Mimecast Sync and Recover	800	\$ 0.75	\$ 600.00	
Mimecast DMARC Analyzer	1	\$ 400.00	\$ 400.00	
DMARC Analyzer Managed Service	1	\$ 300.00	\$ 300.00	
Premier Support	1	\$ 104.17	\$ 104.17	
Cybergraph	800	\$ 1.95	\$ 1,560.00	
Enclyne Discount	1	\$ (377.04)	\$ (377.04)	
TOTAL:			\$ 8,723.79	\$ 104,685.50
Grand Total:			\$ 19,020.13	\$ 228,241.58

WAN Costs \$ 16,178.00 \$ 194,136.00

PROPOSED				
Qty.	CBCS Rate	Monthly		Annual Amount
		Amount		
10	\$ 11.50	\$ 115.00		
1	\$ 15.95	\$ 15.95		
15	\$ 15.00	\$ 225.00		
265	\$ 4.99	\$ 1,322.35		
4	\$ 32.00	\$ 128.00		
800	\$ 6.50	\$ 5,200.00		
2	\$ 21.99	\$ 43.98		
1	\$ 13.99	\$ 13.99		
210	\$ 12.74	\$ 2,675.40		
60	\$ 10.50	\$ 630.00		
289	\$ 6.79	\$ 1,962.31		
		\$ -		
		\$ 12,331.98	\$ 147,983.76	
Microsoft 365 Difference:		\$ 2,035.64	\$ 24,427.68	

M3RA Bundle	800	\$ 6.65	\$ 5,320.00	
Mimecast Secure Messaging	800	\$ 1.50	\$ 1,200.00	
Large File Send	800	\$ 1.30	\$ 1,040.00	
Included w/ M3RA		\$ -	\$ -	
Included w/ M3RA		\$ -	\$ -	
Included w/ M3RA		\$ -	\$ -	
Mimecast DMARC Analyzer	5	\$ 224.00	\$ 1,120.00	
Included w/ CBCS		\$ -	\$ -	
Cybergraph	800	\$ 1.95	\$ 1,560.00	
Security Awareness Training	0	\$ 1.50	\$ -	
Security Awareness Training HIPAA	0	\$ 1.00	\$ -	
Mimecast US healthcare pack	0	\$ 0.55	\$ -	

TOTAL: \$ 10,240.00 \$ 122,880.00

Mimecast Difference: \$ 1,516.21 \$ 18,194.50

TOTAL: \$ 22,571.98 \$ 270,863.76

Total Difference Email/Mimecast (Current Vs. Proposed): \$ 3,551.85 \$ 42,622.18

Total Difference WAN (Current Vs. Proposed): \$ (9,276.00) \$ (111,312.00)

Total Savings For Combined Email & WAN: \$ (5,724.15) \$ (68,689.82)

Total Savings For Combined Email & WAN over 36 month agreement: \$ (206,069.46)

Location	Type	Product	Current MRC	Proposed Product	Proposed MRC with 1 Gig Internet
1111 Classen Dr	Data Circuit	1 Gig ME	\$1,800.00	1 Gig ME	\$975.00
6205 S Sooner Rd	Data Circuit	1 Gig ME	\$1,800.00	1 Gig ME	\$975.00
715 Roberts S Kerr Ave, OKC	Radio Circuit	10 Meg ME	\$864.00	10 Meg ME	\$245.00
715 Roberts S Kerr Ave, OKC	Data Circuit	200 Meg ME	\$1,450.00	200 Meg ME	\$676.00
4600 MLK, OKC	Data Circuit	100 Meg ME	\$1,800.00	100 Meg ME	\$588.00
13431 Broadway Ext, OKC	Data Circuit	1 Gig ME	\$1,800.00	1 Gig ME	\$975.00
1417 N Lansing, Tulsa	Data Circuit	1 Gig ME	\$3,600.00	1 Gig ME	\$975.00
911 Civic Ctr, Tulsa	Data Circuit	100 Meg ME	\$1,100.00	100 Meg ME	\$588.00
3612 S Kelly Ave, Edmond	Data Circuit	300 Meg ME	\$1,100.00	100 Meg ME	\$660.00
801 E Oklahoma St, Tulsa	Radio Circuit	10 Meg ME	\$864.00	10 Meg ME	\$245.00
Totals			\$16,178.00		\$6,902.00
Savings (MRC)					\$9,276.00
Contract Savings (36 Month)					\$333,936.00



A Cox Business Company

EMSA

Frank Gresh
EMSA
1417 N Lansing Ave
Tulsa OK 74106

RapidScale, Inc

17872 Gillette Ave. Suite 450
Irvine, CA 92614

ID Number: Q009608

Term (Months): 36

Contact Name	Contact Phone	Contact Email
Frank Gresh	14052977053	greshf@emsa.net

This "Agreement" by and between RapidScale, Inc. ("RapidScale") and the Customer listed above ("Customer") includes the terms and conditions set forth in this document and set forth at www.rapidscale.net/terms-and-conditions, and shall become effective as of the date signed by RapidScale below.

Qty	Type	Product Details	Memo	Price	Total
800	Recurring	CloudMail - Mimecast CyberGraph - Monthly - Requires Mimecast Core Plan (Sx, M2X, M3x) - Email tracker protection - AI-based user behavior database - Inline and banner indicators of suspicious email content - Billing begins when subscription is Active		\$1.95	\$1,560.00
5	Recurring	Mimecast DMARC Analyzer - Managed Service - Protect hijacking of domains you own - Monthly DMARC reports - Bi-Weekly DMARC team meetings - DMARC monitoring and alerts - Config and alert guidance - Billing commences on contract effective date		\$224.00	\$1,120.00
800	Recurring	CloudMail - Mimecast Large File Send (per user) - 2GB Send/Receive File Limit - Policy & User Controlled LFS - 90 days ret. - Attachment Control Rules - Audit Logs, Access Keys and Notification - AV/AM - Billing begins when Sub. is Active		\$1.30	\$1,040.00
800	Recurring	CloudMail - Mimecast M3RA Bundle - Monthly - Mimecast Email Security, Data Leak Prev. - Anti-Spam/Anti-Virus, Bus Cont. - 99 years of historical mail - Targeted Threat Protection Bundle - Billing begins when Subscription is Active, Prior to		\$6.65	\$5,320.00

Data Migratio

800	One-Time	CloudMail - Mimecast - Setup Fee	Existing Mimecast customer	\$5.00	\$4,000.00
800	Recurring	CloudMail - Mimecast Secure Messaging (per user) - Closed Circuit Messaging Portal - Share sensitive information with external parties via email - Billing begins when Subscription is Active	Existing Mimecast customer	\$1.50	\$1,200.00
800	Recurring	RapidScale Identity as a Service Premium - Includes: SSO, MFA, Sync, LoginPage - Connect Cloud Applications, RapidScale Services, OnPremises See IDaaS Spec for detailed requirements, including limitations, add-ons		\$6.50	\$5,200.00
1	One-Time	Azure Active Directory P1 - Installation		\$0.00	\$0.00
1	Recurring	Microsoft 365 Apps for Enterprise - Monthly - per user (no email) - Full Office Desktop - See Product Detail for Features - 36m term includes: --- RapidResponse Support - Billing commences upon subscription activation, prior to data migration commencing		\$13.99	\$13.99
1	Recurring	Office 365 Enterprise Mobility + Security E5 - Azure AD Prem P2 - See Prod Detail for Features - MS Adv. Threat Analytics and Cloud App Security - Requires O365 E3 Plan - Billing commences upon subscription activation, prior to data migration		\$15.95	\$15.95
10	Recurring	Office 365 Power BI Pro - Advanced Personal and Organizational Analytics - Requires RapidScale Office 365 User Support for License Management - Billing commences upon subscription activation		\$11.50	\$115.00
4	Recurring	Office 365 Project Plan 3 - Billing commences upon subscription activation		\$32.00	\$128.00
210	Recurring	Microsoft 365 Business Standard - Starter - Monthly - per user (50GB) - See Prod Detail for Features - 36m term includes: --- Basic Migr, Monitoring, RS Support, Adopt. Training - Billing commences upon subscription activation, prior to data migration		\$12.74	\$2,675.72

60	Recurring	O365 E1 - Starter - Monthly - per user (50GB) - See Product Detail for Features - 36m term includes: - Basic Migration, Monitoring, RS Support, Product Adoption Training - Billing commences upon subscription activation, prior to data migration	\$10.50	\$630.00
2	Recurring	O365 E3 - Starter - Monthly - per user (100GB) - Full Office Suite - See Prod Detail for Features - 36m term inc: --- Basic Migr, Monitoring, RS Supp, Adoption Training - Billing commences upon subscription activation, prior to data migration	\$21.99	\$43.98
265	Recurring	Office 365 Exchange Online Plan 1 - Starter - per user (50GB) - Outlook and OWA Access (Outlook not incl.) - 36m term incl: --- No Migr., Incl. Monitoring, RS Supp, Adopt. Training - Billing commences upon sub. act., prior to migration	\$4.99	\$1,322.35
15	Recurring	Office 365 Visio Plan 2 - Billing commences upon subscription activation, prior to data migration commencing	\$15.00	\$225.00
289	Recurring	Microsoft 365 Business Basic - Starter - Monthly - per user (50GB mbox) - See Prod Detail for Features - 36m term incl: --- No Migr,, Incl. Monitoring, RS Supp, Adoption Training - Billing commences on subscription activation, prior to starting data migr.	\$6.79	\$1,962.74
1	One-Time	Tenant Migration - Customer must already be on Microsoft 365	\$0.00	\$0.00
1	One-Time	Discount - Setup Fee	-\$4,000.00	-\$4,000.00

Total One-Time Charge		\$ 0.00
Total Monthly Charge		\$22,572.73

Description:

By signing this Agreement, the Customer hereby authorizes RapidScale to provide the Services listed herein and on any/all attachments. This Agreement is subject to and controlled by RapidScale's Standard Terms and Conditions of Service located at www.rapidscale.net/terms-conditions. Terms and Conditions may be modified from time to time and all of which are hereby expressly incorporated by reference.

Accepted by Customer

Accepted by RapidScale

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Joseph Kiefer
Title: Director, Sales
Date: _____

This offer is voidable by RapidScale if not signed and returned to RapidScale by: 12/31/2021

Cox Account Rep:	Brent Sherl - 17452	Cox System Address:
Phone Number:	918-286-4505	11811 E 51st St
Fax Number:	877-873-1730	Tulsa, OK 74055

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	EMSA	Full Name:	Frank Gresh
Street Address:	6205 SOONER	Billing Contact:	405-297-7053
City/State/Zip:	Oklahoma City, OK 73135	Fax:	
Billing Address:	1417 North Lansing Ave.	Contact Number:	(405) 297-7053
City/State/Zip:	Tulsa, Oklahoma 74106-5906	Email Address:	greshf@emsa.net
Cox Account #:	131-0055535-03		
Merge Bill	No		
Taxes and Fees Not Included			

Service Address: 6205 SOONER, Oklahoma City, OK, 73135						Phone: 405-297-7053	
						Cox Account ID: 131-0055535-03	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$975.00	36	RN	\$975.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for EMSA:		MRC:	\$975.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 715 N ROBERT S KERR BLVD, Oklahoma City, OK, 73102						Phone: 405-297-7053	
						Cox Account ID: 131-0551187-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-10Mb UNI Interstate	1	1	\$245.00	36	RN	\$245.00	
Metro E-200Mb UNI Interstate	1	1	\$676.00	36	RN	\$676.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for EMSA:		MRC:	\$921.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 4600 N Martin Luther King AVE, Oklahoma City, OK, 73111						Phone: 405-297-7053	
						Cox Account ID: 131-0575047-03	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Interstate	1	1	\$588.00	36	RN	\$588.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for EMSA:		MRC:	\$588.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 13431 Broadway EXT, Oklahoma City, OK, 73104						Phone: 918-596-3020	
						Cox Account ID: 131-0617057-02, 131-0736039-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$975.00	36	RN	\$975.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for EMSA:			MRC: \$975.00	NRC: \$0.00	Equipment Cost: \$0.00		

Service Address: 1417 N LANSING AVE, Tulsa, OK, 74106						Phone: 405-297-7053	
						Cox Account ID: 186-0623212-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$975.00	36	RN	\$975.00	
2 Months Free Circuit		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for EMSA:			MRC: \$975.00	NRC: \$0.00	Equipment Cost: \$0.00		

Service Address: 911 Civic Center #Baseme, Tulsa, OK, 74103						Phone: 405-297-7053	
						Cox Account ID: 186-0667131-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Interstate	1	1	\$588.00	36	RN	\$588.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for EMSA:			MRC: \$588.00	NRC: \$0.00	Equipment Cost: \$0.00		

Service Address: 801 E Oklahoma ST, Tulsa, OK, 74106						Phone: 918-596-3020	
						Cox Account ID: 186-0713523-01, 186-0731612-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-10Mb UNI Interstate	1	1	\$245.00	36	RN	\$245.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for EMSA:			MRC: \$245.00	NRC: \$0.00	Equipment Cost: \$0.00		

Service Address: 3612 S Kelly AVE, Edmond, OK, 73013

Phone: 918-596-3020

Cox Account ID: 131-0710012-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Interstate		1	\$588.00	36	New	\$588.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for EMSA:		MRC: \$588.00	NRC: \$0.00	Equipment Cost:		\$0.00	
Totals for all Accounts :		MRC: \$5,855.00	NRC: \$0.00	Equipment Cost:		\$0.00	

Special Conditions

Promotion Details

- Commercial subscribers of Cox Business Metro-E Fiber, Metro-E HFC, IP-VPN, or LightWave services in Oklahoma Cox-wired, serviceable locations. Promotion provides waiver of monthly recurring charges for 2 months. On IP-VPN services, waiver applies to the Metro-E component. Minimum 3-year service agreement required. Additional costs for installation, construction, inside wiring and equipment may apply.

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Emergency Medical Services Authority (EMSA)

Microsoft 365 Tenant Transfer

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Section A: Executive Overview

Business Requirements

EMSA (Customer) contracting with RapidScale to:

- Perform a Microsoft 365 Tenant Transfer
- Provide licensing for the Microsoft 365 tenant
- Provide support for the Microsoft 365 tenant

Customer Contact:

Contact Name: [Frank Gresh](#)

Street Address: [1417 N Lansing Ave](#)

City, ST, Zip: [Tulsa, OK 74106](#)

Email: greshf@emsa.net

Phone: Office: [\(405\)297-7053](tel:(405)297-7053)

Cell: [cell phone](#)

Please also provide any communication protocol (or any other need-to-know item) for the Customer.

RapidScale Contacts:

CSC-CEM: [Michael Teague](#)

Solutions Engineer: [Pedram Faily](#)

Project Manager: [to be determined upon contract execution](#)

Network Engineer: [if network assessment performed](#)

Section B: Scope of Work

The following are services required to accomplish the *Business Requirements* outlined above in the Executive Overview/Business Requirements section. Any deviation or change to the scope, requirements, deliverables or level of effort will be addressed through written communication (such as email) between RapidScale and the Customer. Written communication will outline all changes to scope requested as well as any additional costs to the Customer. This includes changes precipitated as a result of materialized risks or inaccurate assumptions.

Customer is responsible for all on-site equipment including but not limited to firewalls, switches, access points, desktops, thin clients, and printers. RapidScale will provide reasonable effort support to remotely assist with configuration(s) as required/proposed.

Section C: Assumptions / Customer Responsibilities

In order to effectively complete the project and satisfy time estimates, the following requirements must be met. The RapidScale Project Manager will review these requirements with the customer or their technical lead during the project kick-off meeting:

- Provide RapidScale access to a technical project sponsor who will coordinate all Customer responsibilities
- Provide RapidScale access to technical IT management as needed who will assist in reviewing, further defining, and prioritizing the business objectives driving the project
- Provided as needed access to project sponsor and/or technical contact
- Provide RapidScale information regarding the current network design as it relates to this project
- Provide RapidScale required security access and passwords to gain access to existing systems as applicable
- Install and verify operation of all relevant systems and devices not identified as RapidScale's responsibility
- Provide end-user access to systems unless otherwise noted in RapidScale responsibilities
- Provide RapidScale with a resource to test application functionality
- Project delays by customer may result in triggering billing milestones prior to services being available to customer

All pricing is predicated on the following assumptions. Deviation from these standards/assumptions may result in project delays, additional Professional Services hours being assessed, or other financial implications for the Customer. Unless otherwise identified in this document, Customer agrees to, and confirms, the following statements are accurate. Customer...

- has full administrative access to the source email environment,
- has Global Administrator access to their existing Microsoft 365 tenant (*if applicable*),
- has procured their Microsoft 365 tenant directly from Microsoft or other party that does not limit API access or require integration with their authentication *service (applicable to tenant takeovers and tenant to tenant transfers only)*,
- has access to make DNS record changes (*specifically MX and TXT*) for domain names being used with Microsoft 365,
- has administrative access to make mail flow changes if using a 3rd party email gateway / email security solution,
- can provide a domain-joined server running Windows Server 2016 (*or later*) that meets the minimum system requirements to run ADConnect for username/password synchronization if such functionality is desired,
- has verified that, if ADConnect is to be used (*must be present on the sales order*), each user's User Principal Name (UPN) matches their primary email address,
- has verified that the AD schema version and forest functional level is at least Windows Server 2008 R2 if intending to use ADConnect, and
- has verified that the domain controllers are running Windows Server 2016 or later if planning to use *password writeback*.

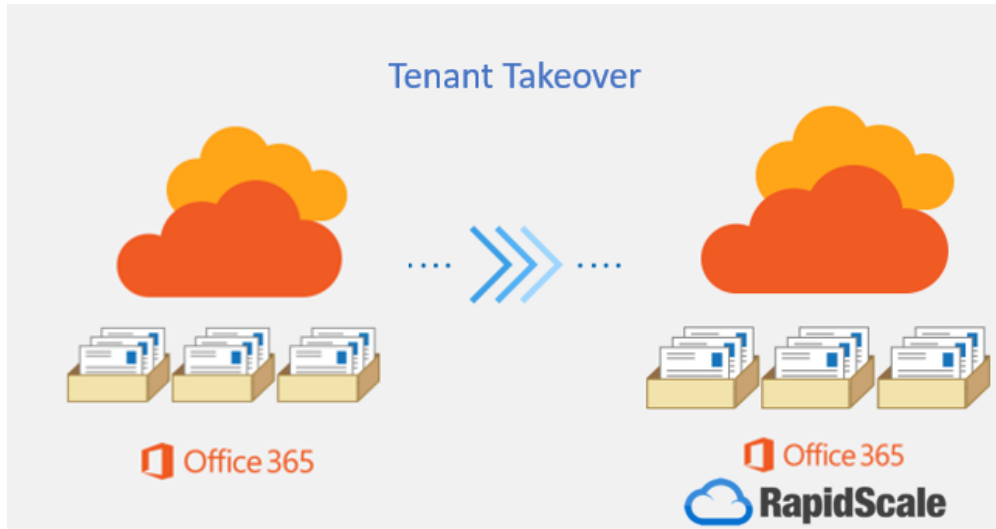
Additionally, prior to project kickoff, Customer should verify:

- client systems meet minimum system requirements to support running the Microsoft 365 applications (*if applicable*),
- users have access to a supported email client (*eg: Outlook 2016 or Outlook 365*), and
- users/systems in a multiuser environment which require "Shared Activation" to operate and to be compliant with Microsoft licensing terms have been appropriately licensed.

Failure to comply with these minimum requirements may result in materialized risks, increase the level of effort required to accomplish the objectives outlined in Section B and make an item being considered out of scope. In addition, requests to perform activities that are not in the scope of work will be considered out of scope. Such requests may result in additional charges and will require prior approval by the Customer and RapidScale.

Section D: Migration Type

Tenant Transfer



In a tenant transfer scenario, RapidScale assumes support and licensing responsibilities for an existing Microsoft 365 Tenant. No migration of data is required and there is no disruption to users.

A tenant transfer requires that a customer has Global Administrator privileges to their Microsoft 365 Tenant to authorize RapidScale as a partner. Current licensing will change after we bring over the Tenant.

There are two scenarios for tenant transfer:

Identical Licensing (no licensing changes)

If there will be no licenses changes in the tenant as part of the project, after RapidScale is granted partner access to the tenant, the contracted licenses will be added. Once Customer receives notification that the licenses have been added, it is Customer's responsibility to cancel the legacy licensing. Because like-for-like licenses are being added to the environment, it is not necessary to update any users or their assigned licenses.

Licensing Changes

If the licensing obtained from RapidScale differs from the licensing currently being procured through a MSP, CSP, or Microsoft directly, RapidScale will assign the contracted licenses to Customer's tenant. Once Customer receives notification that the licenses have been added, Customer will then need to make any licensing changes at the user level. This can be done for individual users or in bulk through the user interface. RapidScale can assist with this process.

We will also be transferring over the Mimecast tenant that the customer currently has. The current contract ends in December of this year. Currently has M2RA we will be upgrading them M3RA. Other services include are DMAR Analyzer, Cybergraph for SEG, Large File Send, and Secure Messaging. All these are currently deployed and will be transferred over.

Section E: Third Party Software

Rapid Scale offers reasonable-effort support and support-facilitation for Third Party Software. Unless specified in writing, RapidScale is not responsible for the license fees, non-RapidScale-environment installation or configuration of third-party applications. It is the responsibility of the Customer to provide adequate license keys, instructions, documentation, or supply direct contact with the software vendor to address all concerns by RapidScale prior to performing any work.

There are several solutions RapidScale provides that may require the purchase of one or more SSL Certificates from a trusted Certificate Authority. This component is not quoted by RapidScale nor provided by RapidScale and will be an additional cost (while nominal) to the Customer if the Customer does not already possess the necessary certificate(s).

Section F: Testing & Acceptance

At each project activities outlined in Section B, Customer will have the opportunity to perform testing to their satisfaction. All deliverables will be considered complete and successfully delivered (therefore pushed to billing) when the following criteria have been met and confirmed by RapidScale. Certain billing milestones may be met prior to final environment acceptance.

- Has the environment been enabled and tested?
- Does the customer have access to the environment (if desired)?
- Has the environment been documented?

Section G: Terms & Conditions

Please refer to the RapidScale agreement for payment terms.

The project services rendered to the Customer by RapidScale, Inc. are based upon a fixed fee engagement for the activities outlined in this Statement of Work. All prices are in U.S. Dollars. These fees are represented in the Sales Order in the form of one-time Setup costs and Professional Services hours.

If RapidScale, Inc. identifies additional requirements beyond those described in this document, or if a change in the assumptions used in the pricing model occurs, a change order will be written and submitted.

Pricing outlined on the Sales Order is based upon the assumption that the Customer can fulfill its responsibilities in a timely and effective manner. Should the Customer not be able to satisfy these responsibilities, additional labor may be incurred due to a delay in completing additional work.

Both Parties understand and agree to all Terms & Conditions written in this Statement of Work and those declared at <https://rapidscale.net/terms-and-conditions>. The Customer authorizes RapidScale, Inc. to immediately initiate the project activities associated with the client strategic business initiatives.

I, acting as a duly authorized client agent, request the services described below and agree to the Customer responsibilities and payment terms as outlined in the RapidScale agreement. RapidScale agrees to perform all its duties, obligations, and responsibilities outlined herein. Both Parties' signatures below will enact the project time commitments and processes, as described.

Accepted by the Customer

Signature _____

Name _____

Title _____

Date _____

Authorized by RapidScale

Signature _____

Name _____

Title _____

Date _____