

V# 10102



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: TSA E-Verify Number: 489068

Commodity: Software Licenses

Estimated annual expenditure for the above commodity or service: \$ 166,170.23

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hasan Shaik Department: Information Technology Date: 9/12/2024

Department Head Signature: [Signature] Date: 9/13/2024

Approval Authority: [Signature] Date: 9/17/2024 10/22/24

Administrator Approval: (required — not required) Date:

COMMENTS:



Date 10/18/2024
Quote # 24-70084
Expires 11/17/2024
Sales Rep Nadia Namdari
Project Name Total DR Group ZDR - Annual Payments
Terms Net 30
Shipping Via Drop Ship

Remit To

TSA, Inc.
 1283 Kennestone Circle STE 100
 Marietta, GA 30066

Bill To

Attn: Accounts Payable Suite 800
 City of Augusta
 Municipal Building 1000
 535 Telfair St
 Augusta GA 30901-2371
 United States

Ship To

Gary Hewett
 City of Augusta - IT
 535 Telfair St Bldg 2000
 Augusta GA 30901-2387
 United States

Item	Quantity	Description	Annual	3 Year Ext.
Reserved Resources				
DR-Z-BUN	1	11:11 DRaaS for Zerto - Bundle	\$0.00	\$0.00
LIC-DR-Z-STD-R	3	11:11 DRaaS for Zerto - 134 Standard Licenses (Per VM)	\$72,038.40	\$216,115.20
DR-Z-STO-ACC-R	3	11:11 DRaaS for Zerto - Reserved Accelerated Storage - 60,000 (Per GB)	\$56,448.00	\$169,344.00
DR-Z-SC-CPU-R	3	iland Secure DRaaS for Zerto Reserved CPU - Qty 8 (per GHz)	\$7,056.00	\$21,168.00
DR-Z-SC-RAM-R	3	iland Secure DRaaS for Zerto Reserved RAM - Qty 16 (per GB)	\$2,016.00	\$6,048.00
Networking & FW				
M-ASAv50-AC3000	3	Cisco ASAv50 w/3,000 AnyConnect licenses	\$17,847.36	\$53,542.08
ECS-VLAN NTKW-	3	iLand Private VLAN - Qty 2	\$138.24	\$414.72
IP-ADR-59	3	Public IP Addresses Block - 59 Usable (/26)	\$5,376.00	\$16,128.00
Burst Resources				
DR-Z-STO-ACC-B	0	11:11 DRaaS for Zerto - Burst Accelerated Storage (Per GB/hr)	\$0.00	\$0.00
DR-Z-SC-CPU-B	0	iland Secure DRaaS for Zerto Burst CPU (per GHz/hr)	\$0.00	\$0.00
DR-Z-SC-RAM-B	0	iland Secure DRaaS for Zerto Burst RAM (per GB/hr)	\$0.00	\$0.00
One-Time Fee: Managed DRaaS Deployment				
PS-DEPLOY-DR	1	11:11 DRaaS Deployment Service	\$5,250.23	\$5,250.23

SEND PO TO: tsa.po.atl@tsa.com

SALES REP CONTACT:
nadia.namdari@tsa.com
(404) 978-7010

Thank you for your business.

Pricing based on 3 year contract term.
All Credit Card purchases are subject to a 3% convenience fee.
Taxes and Freight are not included in this quote; they will be assessed upon invoice.

First Year	\$166,170.23
Annually	\$160,920.00
Total	\$488,010.23

Authorized Signature _____

Company City of Augusta

Printed Name Garnett Johnson

Title Mayor

Date _____

City of Augusta PO _____

Authorized Signature _____

Company Technical & Scientific Application, Inc

Printed Name Brian Spivey

Title Managing Partner

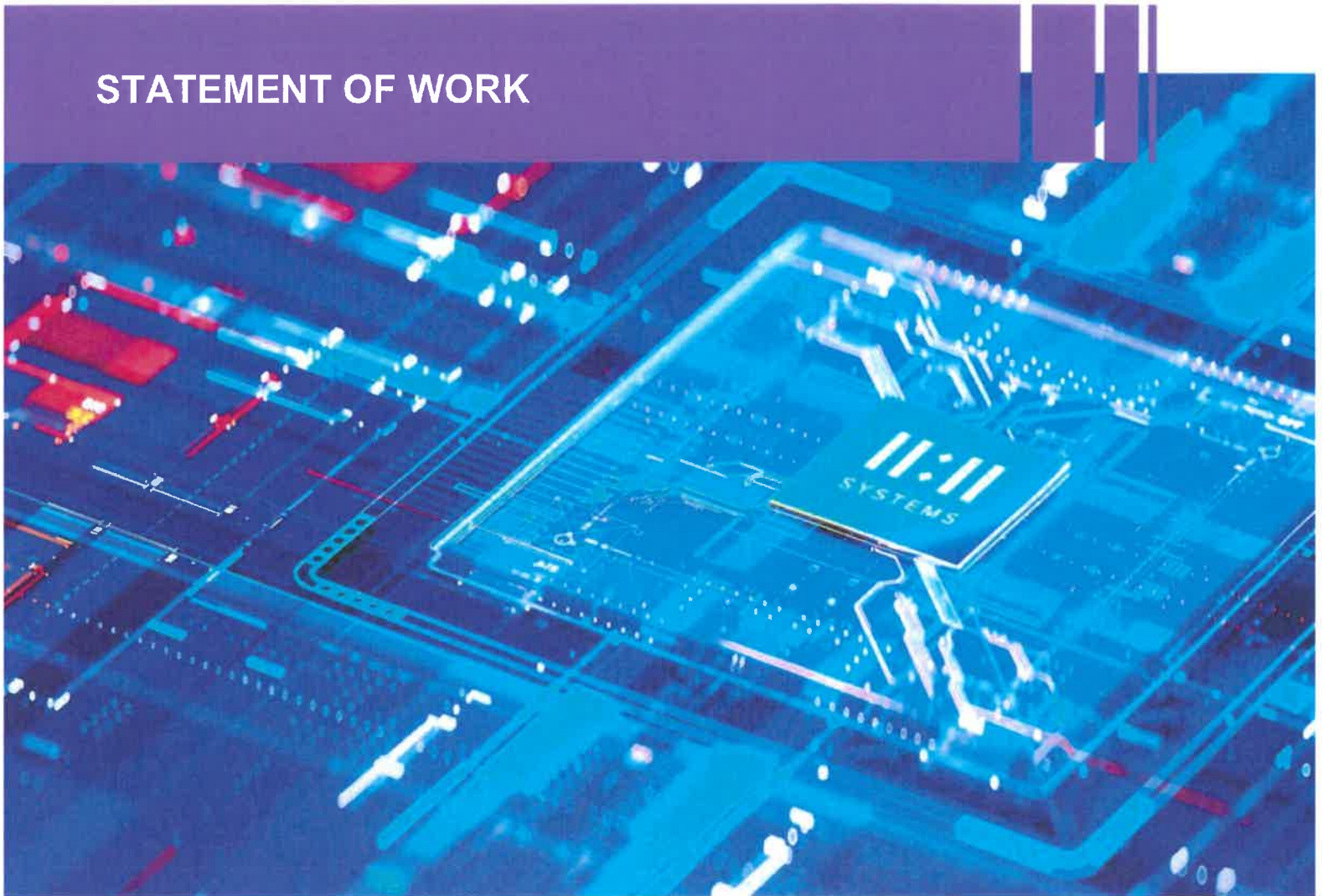
Date _____

11:11 SYSTEMS

11:11 DRAAS FOR ZERTO WITH DEPLOYMENT SERVICE

Prepared for City of Augusta

STATEMENT OF WORK



SUMMARY

This statement of work will explain how the Provider will deploy 11:11 DRaaS for Zerto with the DRaaS Deployment Service. The disaster recovery solution will be deployed following the Provider's best practices as specified under Section 2.9 of the Service Schedule.

INCLUDED IN THE PROJECT

- *11:11 Cloud* for running live and protected virtual workloads.
- *11:11 Cloud Console* single-pane, web-based management interface.
- *11:11 DRaaS Deployment Service*; this adds managed services to deploy, monitor, and maintain your disaster recovery solution.
- Standard built-in security features; including vulnerability scanning, malware protection, integrity monitoring, log event monitoring, network intrusion prevention, and web reputation monitoring.
- 11:11 Systems-supplied target Cisco ASA50 virtual networking appliance.
- Zerto replication software & licensing for replicating your virtual workloads to the Provider.
- Standard 24 hour, 7 days a week phone, web, email support.

PROJECT MILESTONES

- Project kick-off.
- Design and planning completed.
- 11:11 Cloud environment deployed and handed-off to Customer.
- 11:11 Systems-supplied target virtual appliance deployed.
- Site to site connectivity for replication established.
- Replication software deployed.
- Workload replication configured and replication started.
- Initial failover testing completed.
- Project closure and training.

START OF BILLING

- Billing for this project will begin according to the Service Commencement Date for the services as defined on the applicable Work Order.

PLACE OF PERFORMANCE

- All work completed by the Provider's project team will be performed remotely.
- All scheduled meetings are held by way of phone call or screen share sessions scheduled by the Provider's project manager.

- Written correspondence will be done through email via the email thread of the Provider's project tickets.

NOT INCLUDED IN THIS PROJECT

- Anything not listed in the project outline below.
- Customer application setup, configuration, or management.
- Unscheduled after-hours support related to the deployment as specified in this Statement of Work. All work performed that is not during the Provider's normal business hours of Monday-Friday 8:00 am – 5:00 pm (time zone based on data center location where services are located) will be subject to current i-Tech rates.

PROJECT OUTLINE

INITIATION

Task	Provider	Customer
Read and understand this Statement of Work.	✓	✓
Send welcome package including welcome letter and deployment guide.	✓	
Request any documentation or diagrams required to deploy the cloud environment.	✓	
Send requested documentation and diagrams.		✓
Schedule the kick-off call.	✓	

KICK-OFF

Task	Provider	Customer
Attend the kick-off call	✓	✓
Review and confirm project expectations in accordance with the Statement of Work (SOW) and the supporting Service Schedules and Service Levels Agreements	✓	✓
Verify plans laid out in the Statement of Work (SOW) and validate technical details with the Customer to ensure project success	✓	✓
Review current solution design with the Provider's Deployment Engineers and Customer	✓	✓
Cover general timelines and key milestones of the project	✓	✓
Review onboarding and services documentation and deliverables	✓	✓

Task	Provider	Customer
Establish general schedule for weekly project status calls	✓	✓
Establish next steps and/or follow-up planning and design meetings	✓	✓

DESIGN AND PLANNING

The Provider and the Customer’s business, technical and engineering resources will collaborate during the design and planning phase to ensure successful implementation, configuration, and onboarding of all required service components.

Task	Provider	Customer
Attend all scheduled workshops and meetings as needed to complete all necessary documentation and design planning	✓	✓
Provide all requested compute, storage, network and security information as outlined in the Onboarding Provisioning Form	✓	✓
Collaborate to define a final network design to support replication, end-user access, 3rd party access (if applicable), and internet connectivity to and from the Provider’s Disaster Recovery site	✓	✓
Collaborate and define an application service catalog for all applications within the scope of the recoverable workloads	✓	✓
Collaborate and define the workload and application recovery process within the Provider’s Recovery Action Plan	✓	✓
Review and validate final design with the Provider’s Deployment Engineers and Customer	✓	✓

DEPLOYMENT

The Provider’s engineering and technical teams provision and deploy all service components in collaboration with the Customer to meet the specifications of the agreed upon service design.

11:11 CLOUD ENVIRONMENT DEPLOYED AND HANDED-OFF TO CUSTOMER

Task	Provider	Customer
Deploy the Virtual Data Center (VDC) consisting of compute, memory, storage as detailed in the work order	✓	
Deploy the Replication Edge, a VMware NSX Edge virtual firewall which provides transport for Zerto replication data	✓	
Deploy the internal virtual networks and configure private IP address subnets	✓	
Create a tenant account and securely transmit the credentials	✓	
Create additional users and roles within the <i>11:11 Cloud</i> as needed		✓

PROVIDER-SUPPLIED VIRTUAL APPLIANCES DEPLOYED

Task	Provider	Customer
Provide virtual network appliance software.	✓	
Deploy the external virtual network (VLAN) and assign a new public IP address subnet.	✓	
Deploy the internal virtual networks (VLANs) and configure private IP address subnets.	✓	
Deploy the virtual network appliances.	✓	
Install the license and configure the virtual network appliances.	✓	

SITE TO SITE CONNECTIVITY FOR REPLICATION DEPLOYED

Task	Provider	Customer
Coordinate and establish the supported VPN configuration options between the Provider and Customer	✓	✓
Configure the IPsec VPN tunnel between the on-premises data center and the Provider's virtual data center.	✓	✓
Deploy the Zerto Cloud Connectors (ZCC) on the replication network.	✓	

REPLICATION SOFTWARE DEPLOYED

Task	Provider	Customer
Create a new virtual machine with the required resources and Windows Server operating system on which the Zerto ZVR software will be installed		✓
Install the Zerto Virtual Manager (ZVM) software on the dedicated virtual machine configured above	✓	✓
Perform Zerto site pairing between the Customer site(s) and the Provider's Disaster Recovery site	✓	✓
Configure the ZVM to connect to its vCenter Server and ensure that the service accounts used for this connection have the required permissions	✓	✓
Deploy Zerto Virtual Replication Appliances (Z-VRA) to each ESXi host in the Customer source data center(s)	✓	✓

WORKLOAD REPLICATION CONFIGURED AND REPLICATION STARTED

Task	Provider	Customer
Configure all Virtual Protection Groups (VPG) and begin replicating and data seeding of all virtual workloads from the source data center to the target virtual data center	✓	✓
Monitor the replication progress from either the ZVM or from the <i>11:11 Cloud Console</i> until all VPGs reach full synchronization and are within the required RPO	✓	

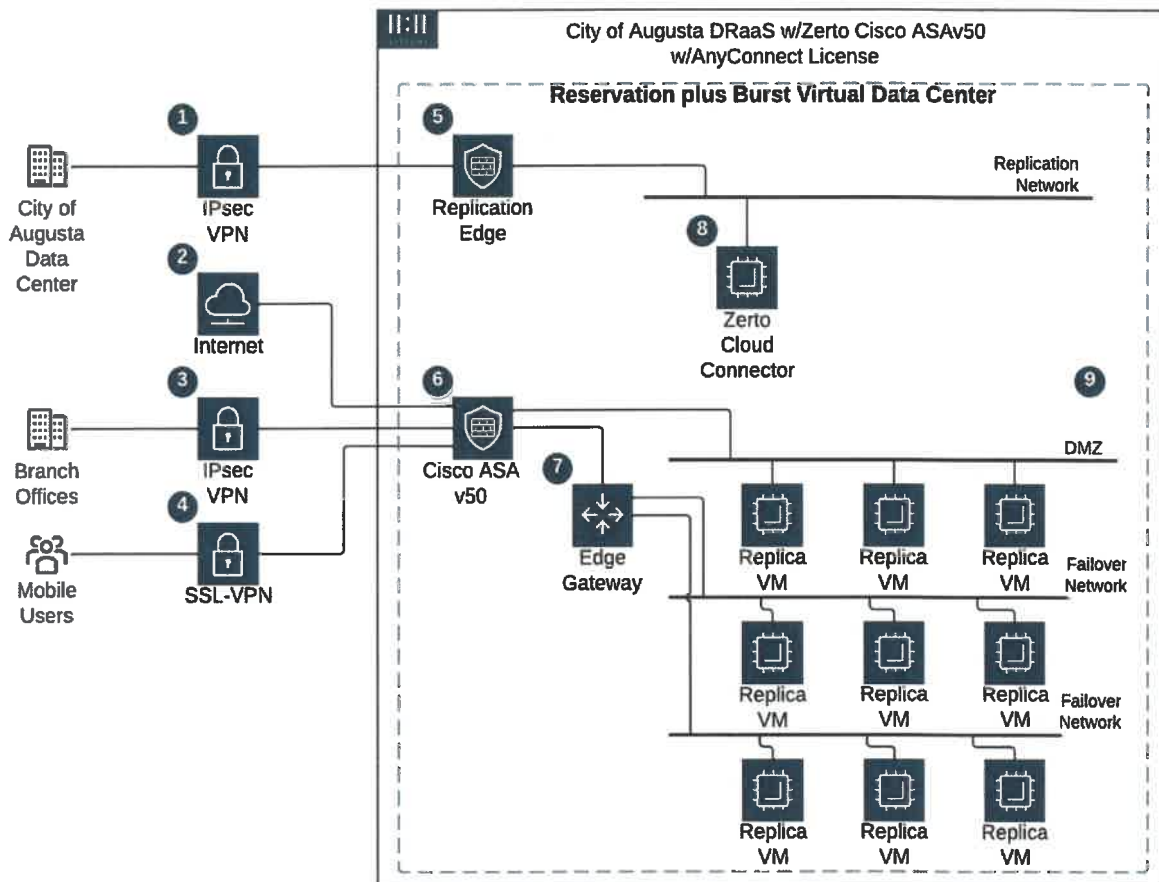
INITIAL FAILOVER TESTING COMPLETED

Task	Provider	Customer
Schedule a time to perform the initial DR testing of a VPG	✓	✓
Verify and complete the Recovery Action Plan prior to DR failover validation testing	✓	✓
Schedule the agreed upon date for final DR failover validation testing	✓	✓
Execute the DR failover validation test to verify full-site failover within the required RTO	✓	✓
Provide assistance and/or remediation with any unexpected issues during the DR failover validation test. Additional DR tests may need to be scheduled depending on what issues are discovered during DR testing	✓	✓
Finalize and update all associated documentation based on final test results. Including the Recovery Action Plan, Recovery Service Guide and all supporting connectivity, network or solution diagrams	✓	

CLOSURE AND TRAINING

Task	Provider	Customer
Ensure all outstanding issues are resolved or identified for future follow-up and remediation	✓	✓
Provide procedural training to the Customer on the Provider's Support Ticketing and Change Management procedures	✓	
Provide procedural training to the Customer on the <i>11:11 Cloud Console</i> and associated features for self-service operation	✓	
Deliver all completed documentation and deliverables	✓	
Sign off on project completion		✓
Transition account to live operational status	✓	✓

SOLUTION DIAGRAM



- 1 Replication traffic is carried over a secure IPsec VPN. This VPN connection is terminated on a dedicated virtual firewall attached to the isolated replication network.
- 2 Internet bandwidth is included. No need to worry about surprise egress bandwidth fees.
- 3 IPsec VPNs terminate on Customer-supplied and -managed firewall.
- 4 Remote users access environment using Customer-supplied and -managed firewall's SSL-VPN client.
- 5 A dedicated virtual firewall isolates the configuration and network traffic for replication.
- 6 11:11 Systems-supplied Cisco ASA v50 w/AnyConnect Licences for secure access for remote users using SSL and IPSEC VPN.
- 7 NSX Edge Gateway routes traffic between internal networks
- 8 The Zerto Virtual Manager (ZVM) and Zerto Virtual Replication Appliances (Z-VRA) running in the source data center communicate with the Zerto Cloud Connector (ZCC) to handle all replication traffic.
- 9 Replica VMs are automatically imported into the virtual data center during failover testing and actual failover.

SIGNATURE AND ACCEPTANCE

The Provider has designed the solution taking into consideration all data received from the Customer. Should the configuration, quantities or scope change during deployment of the Customer's environment and such change prevents the solution from functioning as intended, the Customer expressly agrees that (1) such changes shall not place the Provider out of compliance with this Statement of Work and (2) it will reserve the additional Cloud Resources necessary for the solution to function as intended.

The undersigned company represents and warrants that it is duly authorized to carry on its business as currently conducted and that it is not prohibited by any applicable law from performing its obligations under this statement of work or the master services agreement to which this statement of work relates (if any). The undersigned company also acknowledges receipt and understanding of, and that it has taken into consideration all the information set out in, this statement of work.

The undersigned further confirms and agrees that the person whose name is set out below is authorized to bind such company to this statement of work and to represent such company in all matters relating to or arising out of the subject matter of this statement of work.

City of Augusta

Signature

Name (please print)

Title

Date



GLOBAL MASTER SERVICE AGREEMENT

FOR CUSTOMERS OF VALUE ADDED RESELLERS

This **MASTER SERVICE AGREEMENT** (together with any exhibits or addendums hereto, this "**Agreement**") is entered on 10/21/2024 (the "**Effective Date**"), between City of Augusta the "**Customer**"), iland Internet Solutions Corporation, a Texas corporation (the "**US Provider**"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "**UK Provider**"), and iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "**Singapore Provider**"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "**Australian Provider**"), iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "**Dutch Provider**"), and Cloud iland Internet Canada ULC (the "**Canadian Provider**"), together with the US Provider, the UK Provider, the Singapore Provider, the Australia Provider, and the Dutch Provider the "**Providers**" and each, a "**Provider**".

WHEREAS, the Providers and their affiliates provide cloud computing services in multiple jurisdictions around the world;

WHEREAS, the Customer desires to retain the Providers and their affiliates to provide services from time to time and the Providers desire to provide such services from time to time; and

WHEREAS, the Customer and the Providers desire to have a master agreement that sets forth the general terms and conditions with respect to such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

Section 1.1 "Affiliate" means any Person controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled company, and with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies.

Section 1.2 "Business Hours" means 9:00 AM to 5:00 PM local time in the location of the Provider's data center relating to the relevant Order each weekday other than holidays.

Section 1.3 "Claim" or "Claims" means all claims, losses, liabilities, damages (excluding punitive and exemplary damages), causes of action, costs, judgments and awards, whether arising under contract, tort or other law.



Section 1.4 "Data Protection Laws" means, as applicable, Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, the U.K. Data Protection Act of 2018, the Australian Privacy Act of 1988 (in each case as amended from time to time) and other applicable data protection laws and regulations.

Section 1.5 "Data Protection Order" means the Providers' forms of Business Associate Agreement, Information Security Work Order, Data Protection Order, or similar written agreement between the relevant Provider and the Customer governing the storage, processing and use of Protected Information, including such a written agreement which is subject to the General Data Protection Legislation or the U.K. Data Protection Act of 2018.

Section 1.6 The term "**Defend**" shall include the obligation to pay reasonable attorneys' fees, court costs, experts' fees, and other reasonable costs incurred as a result of defending against a Claim as required by this Agreement.

Section 1.7 "Disclosing Party" means a Party that supplies, or has supplied, Proprietary Information to another Party.

Section 1.8 "Emergency Change" means a change required to either immediately restore service or to avoid a outage where no other workaround is feasible and authorization for this type of change occurs outside of the Provider's Change Management Process. This type of change is considered to be emergency maintenance under Section 4.5.

Section 1.9 "Order" has the meaning set out in Section 3.1.1.

Section 1.10 "Parties" means the Providers and the Customer and each is individually a "**Party**."

Section 1.11 "Person" means an individual, partnership, joint venture, company, limited liability company, incorporated or unincorporated organization or other entity of any kind.

Section 1.12 "Proprietary Information" means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is (a) designated in writing to be confidential or proprietary, (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 48 hours) after the oral disclosure, or (c) which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

Section 1.13 "Protected Information" means individually identifiable health information or other personal information (to include credit card numbers and individuals' dates of birth and tax identification numbers) that is transmitted or maintained in any form or medium and which is subject to Data Protection Laws.



Section 1.14 "Receiving Party" means a Party that receives Proprietary Information from the Disclosing Party, its Affiliates or their respective Representatives.

Section 1.15 "Representatives" means employees, contractors, agents and officers of a Party.

Section 1.16 "Reseller" shall mean (name of reseller) TSA, Inc.

Section 1.17 "Third Party" or "Third Parties" means any Person other than a Party.

ARTICLE 2 CONTRACT ADMINISTRATION

Section 2.1 Purpose. This Agreement shall govern all transactions between the Customer, on one hand, and the Providers or any Provider, on the other hand, except as otherwise agreed in writing among the Parties.

Section 2.2 Application. The Parties hereby cancel all prior master service agreements in which the Customer is the expressly named party in the position of "the Customer" and any Provider is the expressly named party in the position of "the Provider"; provided, however, that each such prior master service agreement shall continue to govern all work commenced during the term of such prior master service agreement.

Section 2.3 Term and Termination. This Agreement shall commence on the date set out above and shall terminate on the earlier to occur of (i) the first date on which no Orders have been outstanding under this Agreement for thirty consecutive days, or (ii) the written agreement of the Parties to terminate this Agreement.

Section 2.4 Not an Order. This Agreement does not obligate (i) the Customer to order services from any Provider or (ii) any Provider to accept work orders from the Customer.

ARTICLE 3 ORDERS

Section 3.1 Requirements.

3.1.1 Offer and Acceptance. All requests for services shall be issued by the Customer to the Reseller. Such requests may be in the form of work orders, service orders, lease orders or other similar documents, as agreed between the Customer and the Reseller. When the terms of such services are agreed between the Reseller and the Customer, the Reseller will issue to the relevant Provider a service order ("**Order**") relating to the requested services and the Provider will, subject to the terms of this Agreement, deliver the services described in such Order to the Customer.

Section 3.2 Conflict between Order and Agreement. If a conflict exists between an Order and this Agreement, then this Agreement shall control to the extent of the conflict.

Section 3.3 Service-Specific Provisions. As between the Providers and the Customer, the terms set out on each Schedule to this Agreement, which are accessible at <http://www.iland.com/legal/service-schedule> (each as may be updated from time to time in



the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule.

Section 3.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

Section 3.5 Termination of Orders. An Order may be terminated under this Agreement:

3.5.1 as a remedy for an uncured default as set out in the default provisions of this Agreement;

3.5.2 for extended Force Majeure conditions as set out in the Force Majeure provisions of this Agreement;

3.5.3 by the relevant Providers by notice to the Customer if such Providers' rights to use the data center specified in such Order for the purposes contemplated by such Order terminate or expire for any reason;

3.5.4 if such Order is an Order for colocation services, by the relevant Providers immediately by notice to the Customer if the Customer has failed to remedy any of the following situations within 5 days following receipt of notice from such Providers of such situation: (a) the Customer makes any material alterations to the Colocation Rack without first obtaining the written consent of such Providers; or (b) the Customer allows any person to enter the data center, Colocation Area or the Colocation Rack (each as defined in the relevant Order) who has not been approved by the Providers in advance, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Recurring Charges that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated;

3.5.5 by the relevant Providers immediately if a Customer or any of its agents, invitees, or employees enter the Providers' data center with any firearms, illegal drugs, or alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence activities, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Recurring Charges that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated; or

3.5.6 under such other terms and conditions as may be set out in such Order.

Section 3.6 Consequences of Termination.

3.6.1 Upon the termination of an Order for any reason, the relevant Provider shall promptly (and in any event within 90 days following the termination of such Order) destroy all the Customer's data and software stored on the Cloud Resources (as defined in such Order). Such destruction shall be done in



accordance with the NIST 800-88 data destruction standards. The Customer is responsible for migrating the Customer's data residing on such Cloud Resources prior to the termination of such Order at the Customer's expense.

3.6.2 Upon the termination of an Order for any reason, the Customer shall immediately uninstall and discontinue all use of any software in respect of which a software license is provided to the Customer pursuant to such Order.

- 3.6.3 Upon the termination of an Order for any reason other than the natural expiration of that Order, a Customer termination due to the Provider's uncured default, Force Majeure conditions, the Provider's loss of a datacenter (Section 3.5.3) or the Provider's convenience without a Customer breach of that Order, the Customer shall promptly reimburse the Provider for the depreciated value of any hardware specifically requested or required by the Customer that the Provider had to procure from third parties in order to provide services to the Customer under the Order.

Section 3.7 Suspension of Services for Non-Payment. Each Provider may temporarily suspend providing services under any Order upon five (5) days' prior notice to the Customer if the Reseller fails to pay any amount to any Provider when due pursuant to the Order.

ARTICLE 4 WARRANTIES AND COVENANTS

Section 4.1 General Service Warranty. Each Provider warrants that it will perform all services provided pursuant to this Agreement in a good and workmanlike manner and in accordance with generally accepted industry practices applicable to such services.

Section 4.2 Express Warranties Only. **EXCEPT FOR THE WARRANTY EXPRESSLY SET OUT IN SECTION 4.1, EACH PROVIDER EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY SUCH PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

Section 4.3 Software Licenses. The Customer expressly acknowledges that a Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE IS LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY A PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST A PROVIDER. THE PROVIDERS DO NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED**



THERE TO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.

Section 4.4 Acceptable Use Policy. The Customer's use of each Provider's services shall at all times comply with such Provider's then-current Acceptable Use Policy accessible at <https://www.iland.com/legal/acceptable-use-policy/> (as amended at such Provider's sole discretion and notified to the Customer from time to time). Each Provider shall notify the Customer of complaints received by such Provider regarding each incident of alleged violation of such Provider's Acceptable Use Policy by the Customer or third parties that have gained access to such Provider's services through the Customer's credentials. The Customer shall promptly investigate all such complaints and take all necessary actions to remedy any actual violations of each Provider's Acceptable Use Policy (including without limitation indemnifying each Provider for any such violations). Each Provider may identify to a complainant that the Customer, or a Third Party that gained access to the services through the Customer or its access credentials, is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall upon a Provider's request promptly identify a representative for the purposes of receiving such communications from complainants.

Section 4.5 Service Level Agreements. The terms set out on the Service Level Agreements (or "SLA") accessible at <https://www.iland.com/legal/sla> (which may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such SLA terms are to be incorporated pursuant to the terms of such SLA. The Provider shall provide reasonable notice to the Customer whenever the terms of an applicable SLA are updated, and such updated SLA shall become binding on the Customer and the Provider on the thirtieth (30) day following the date on which such notice is provided to the Customer.

ARTICLE 5 TIMING

Section 5.1 Time Requirements. If an Order specifies the time by which a service shall be performed, the relevant Provider shall comply with such time requirement. If the Customer or the Reseller changes such time requirements in any Order, the relevant Provider shall use reasonable efforts to meet such change if meeting such change is possible without any increased cost to such Provider. If incurring additional costs may improve the chances of such Provider meeting the revised timing requirement, such Provider shall so notify the Customer and the Reseller and provide an estimate of any such additional costs. If exercised within a reasonable time, the Customer and the Reseller shall have the option to request that such Provider meet the revised timing requirement and shall pay all such additional costs incurred by such Provider in connection with meeting such revised timing requirement.

Section 5.2 Unspecified and New Time Requirements. If an Order does not specify a time by which a service shall be performed, the Customer and the relevant Provider may agree upon such time later, either in writing or orally. If the Customer and the relevant



Provider never agree on a time requirement, such Provider shall nonetheless perform the work in a diligent manner.

ARTICLE 6 FORCE MAJEURE

Section 6.1 Definition of Force Majeure Event. "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; changes to national, state or local laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of a Party; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of the affected Party and which, in each case, through the exercise of diligent effort, such Party cannot overcome.

Section 6.2 Excusable Force Majeure Events. A Party shall be excused from complying with the terms and conditions of this Agreement and the applicable Order if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event. A Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including, without limitation, discharging financial obligations. No Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event.

Section 6.3 Notice of Force Majeure Events. If a Party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under this Agreement or any applicable Order, that Party shall give prompt written notice detailing such Force Majeure Event to the other Parties.

Section 6.4 Termination for Extended Force Majeure Events. If a Force Majeure Event continues without interruption for ninety (90) days, any affected Party may cancel the applicable Order by giving written notice to the other Parties.

ARTICLE 7 DEFAULT

Section 7.1 Notice of Default and Opportunity to Cure. If a Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate all or part of the applicable Order. If the Customer or Reseller fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the relevant Provider may terminate all or part of the applicable Order.

Section 7.2 Remedies Not Exclusive. In addition to the remedies set out in this Agreement, the Customer and each Provider shall have all other remedies available at law or in equity except for remedies specifically excluded by this Agreement.



ARTICLE 8 NOTICES

Section 8.1 Methods. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be sent by facsimile transmission to the Fax number of +1.713.868.2268, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer, or sent to the email address of legal@iland.com, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements. The Customer shall send a copy of any notice sent to a Provider to iland Billing Credits Department, 1235 North Loop West, Suite 800, Houston, Texas 77008, U.S.A.

Section 8.2 Presumed Delivery. A personally delivered notice shall be conclusively presumed to have been delivered on the date reflected on a written receipt acknowledging delivery that is signed by a representative of the receiving Party. A mailed notice or notice sent by international courier shall be conclusively presumed to have been delivered on the date reflected on the returned receipt that is signed by a representative of the receiving Party. A facsimile notice shall be conclusively presumed to have been delivered on the date reflected on the sending facsimile machine's automated printout that reflects that the entire transmission was successfully sent to the receiving Party's facsimile telephone number then in effect. An electronic mail notice shall be deemed delivered upon the electronic transmittal being sent unless the sender receives an electronic response within three hours of sending the transmittal that delivery of the transmittal failed. All notices received outside of Business Hours shall be conclusively presumed to have been delivered on the next business day.

ARTICLE 9 CONFIDENTIALITY AND PROTECTED INFORMATION

Section 9.1 General Confidentiality Obligations. Except as permitted by Section 11.8.3, each Receiving Party shall treat the Proprietary Information of the Disclosing Party as confidential, and will take reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that the Receiving Party utilizes to protect its own proprietary information of a similar nature. Except as set out in a Data Protection Order, there shall be no restriction on the handling of information that is not Proprietary Information under this Agreement.

Section 9.2 Permitted Disclosure and Use. Section 9.1 notwithstanding each Receiving Party may distribute Proprietary Information to those of its Representatives as are reasonably necessary to fulfill or enforce its obligations under this Agreement and who are under obligations of use and confidentiality with respect to the Proprietary Information no less restrictive than those set forth in this Agreement. Each Receiving Party shall use the Proprietary Information of the Disclosing Party only as is reasonably necessary to fulfill or enforce its obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. Additionally, each Provider may provide any of its customers or potential customers who are bound by a non-disclosure agreement the name of the Customer and a description of the services provided by the Providers to the Customer.



Section 9.3 Exceptions. The confidentiality and use obligations set forth in this ARTICLE 9 apply to all Proprietary Information except to the extent that the Receiving Party can show by written record that: (i) it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a Third Party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without purposefully attempting to circumvent the obligations under this Agreement and without reference to or use of the Disclosing Party's Proprietary Information; or (v) the information is required by law, rule or regulation to be disclosed. If the Receiving Party is required by governmental, administrative, or judicial process to disclose Proprietary Information of the Disclosing Party, the Receiving Party shall, if permitted by law, prior to any such disclosure, promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

Section 9.4 Injunctive Relief. Each Party hereby acknowledges and agrees that the confidential information provided to such Party by another Party as described in this ARTICLE 9 is of the character as to render the same unique, and therefore agrees that in the event of any breach or threatened or potential breach of this Agreement by a Party, the other Parties could be irreparably and immediately harmed and may not be made whole by monetary damages alone. In the event of such a breach or threatened or potential breach, and without prejudice to any other rights and remedies otherwise available, the other Parties shall be entitled to seek equitable relief by way of an interim or permanent injunction or decree of specific performance without the requirement of posting any bond or other security.

Section 9.5 Provisions Concerning the Storage of Protected Information. The Customer shall not store or transmit Protected Information via a Provider's services or any Cloud Resources (as defined in the relevant Order) unless and until the Customer and such Provider have executed a Data Protection Order concerning such Protected Information and the Cloud Resources (as defined in the relevant Order) to be used to transmit and store such Protected Information. Following the execution of a Data Protection Order, the Customer shall not use any Cloud Resources for the storage or transmittal of Protected Information unless such Protected Information has been secured as to render the data unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes. The Customer shall ensure that valid encryption processes, consistent with commercially reasonable industry practices, are implemented with respect to such Protected Information and shall utilize such processes on all Protected Information to be transmitted or stored within such Provider's services to ensure that such data are encrypted (i) during transmission to such Provider for storage within such Provider's services, and (ii) at all times while stored within such Provider's services. Except as otherwise set out in the relevant Data Protection Order, the Customer shall defend, indemnify, and hold each Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer's use of the Providers' networks and services for the storage of Protected Information. Upon execution of a Data Protection Order, all Protected Information relating to such Data Protection Order shall be considered "Proprietary Information" for the purposes of this Agreement.



ARTICLE 10 ALLOCATION OF RISK; LIMITATIONS ON LIABILITY

Section 10.1 Contents of Communications. Each Provider shall have no liability or responsibility for the content of any communications transmitted via such Provider's networks and services (except for content solely created by such Provider), and the Customer shall defend, indemnify, and hold the Providers, their respective Affiliates, and their respective officers, directors and employees harmless from any and all Claims (including Claims by governmental entities seeking to impose penal sanctions) related to such content and Claims by third parties relating to the Customer's use of the Providers' networks and services.

Section 10.2 No Consequential Damages. NONE OF THE PROVIDERS WILL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10.3 Limitation on Direct Damages. In no event shall such Provider's total aggregate liability under this Agreement or otherwise relating to the services to be provided by such Provider to the Customer pursuant to this Agreement exceed the least of (a) the amounts paid by the Reseller to such Provider under the applicable Order, (b) the aggregate fees payable by the Reseller to such Provider over the term of the applicable Order, and (c) the aggregate fees payable by the Reseller to such Provider during the initial year of the term of the applicable Order.

Section 10.4 Certain Categories of Damages Specifically Excluded. None of the Providers shall have liability to the Customer in respect of:

10.4.1 the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or

10.4.2 the loss of the Customer's information, data or software.

The Customer acknowledges that the Providers' services are not intended to be used as the sole repository for the Customer's data, information and software, and that the Customer has been advised by the Providers to maintain a copy of all of the Customer's information, data and software on servers other than those provided or maintained by the Providers pursuant to this Agreement.

Section 10.5 Mitigation. Each Party shall use reasonable efforts to mitigate damages for which another Party is liable.

ARTICLE 11 LEGAL ADMINISTRATION

Section 11.1 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing



its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 11.1 shall not impair any Provider's right to be indemnified pursuant to Section 9.5.

Section 11.2 Governing Law. This Agreement and the Orders may govern services supplied by the Providers to the Customer in several different jurisdictions. This Agreement and the Orders shall be governed by and construed in accordance with the laws of the State of Texas (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction).

Section 11.3 Dispute Resolution. Any controversy or dispute arising out of or relating to this Agreement or an Order, or the breach of this Agreement or an Order, that is not promptly resolved by negotiation among the Parties, shall be resolved:

11.3.1 by legal proceedings in a federal or state court having its seat in Harris County, Texas; or

11.3.2 if any party who will be a defendant in respect of the relevant controversy or dispute is an entity formed in a jurisdiction outside of the United States, by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal will consist of a single arbitrator mutually agreed by the Parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration will be in Houston, Texas unless the Parties will have agreed to another location within fifteen (15) calendar days from the first referral of the dispute to the AAA. The arbitral award will be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section will be as confidential and private to the extent permitted by applicable law. To that end, the Parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section 11.3.2, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law.

Section 11.4 Several Liability. None of the Providers shall be liable under this Agreement or any Order for the obligations of the other Providers, and a Provider shall be liable under an Order only if such Provider is a party to such Order.

Section 11.5 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the agreed general terms and conditions while the entire agreement for the work consists of both this Agreement and the Orders. All prior negotiations,



representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement and the Orders.

Section 11.6 Amendments. No amendment, modification, waiver, or release of the provisions of this Agreement or any Order shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party (if an amendment, modification, waiver, or release of the provisions of this Agreement) or is signed by each Party that is a party to the relevant Order and the Reseller (if an amendment, modification, waiver, or release of the provisions of an Order).

Section 11.7 Assignment. No Party may assign its rights or obligations under this Agreement to any person without the consent of the other Party, provided that the Provider may assign its rights and obligations under this Agreement to any person that acquires all or substantially all of the Provider's assets without the consent of the Customer. Any purported assignment without such consent shall be void. Any authorized or permitted assignment of an Order by a Party shall be binding on the assigning Party's assignee. An authorized or permitted assignment shall not discharge the assigning Party from its obligations under an Order unless the other Parties execute a written release or novation releasing the assigning Party.

Section 11.8 Miscellaneous.

11.8.1 Rules of Construction.

(a) All article and section references used in this Agreement are to articles and sections of this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "hereby" and "herein," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

(c) The captions in this Agreement and each Order are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.8.2 Severability of Provisions. If any provision of this Agreement or any Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement or such Order, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement or such Order to



replace any provision contained herein that is unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

11.8.3 Publicity. The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.

11.8.4 Binding Authority. Each Party represents that the individual executing this Agreement on behalf of that Party has full right and authority to execute this instrument on behalf of that Party and to bind such Party. The individual signing this Agreement hereby represents and warrants that they are duly authorized to execute and deliver this Agreement as an employee with a title of at least "**Director**" on behalf of the Customer and that this Agreement is binding upon the Customer in accordance with its terms.

11.8.5 Duplicate Originals. This Agreement may be executed in duplicate originals, and each such instrument shall be deemed an original of this Agreement for all purposes.

11.8.6 Rights of Third Parties. Except for the provisions of Section 9.5 and ARTICLE 10, which are intended to be enforceable by the Persons respectively referred to therein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement. Notwithstanding the previous sentence, this Agreement may be terminated or varied in any way and at any time by the Parties without the consent of any Third Party.

11.8.7 Additional Parties. Any Affiliate of any Provider shall become a party to this Agreement if such Affiliate and the Reseller execute an Order that purports to be governed by this Agreement, and thereafter shall be deemed a "Provider" and one of the "Providers" for all purposes hereunder.



This Global Master Service Agreement is hereby executed as of the Effective Date.
For

Name and title (please print)

Signature

Date

Address:

For iland Cloud Pte. Ltd.:

Authorized Signatory, Director

Date

For Cloud iland Internet Canada ULC

Authorized Signatory, Chief Executive Officer

Date

For iland Internet Solutions Corporation:

Authorized Signatory, CEO

Date

For iland Europe Limited:

Authorized Signatory, Director

Date

For iland Nederland B.V.:

Authorized Signatory, Director

Date

For iland Australia Pty Ltd.:

Authorized Signatory, Director

Date

i-Tech Services Schedule

The terms and conditions set out in this i-Tech Services Schedule (this "Schedule") shall apply to each request for i-Tech services issued by the Customer to a Provider (each, an "i-Tech Order"), and shall be deemed to be incorporated, mutatis mutandis, into each i-Tech Order. Any capitalized terms



used but not defined in this Schedule or the remainder of the Agreement shall have the meanings set out in the relevant i-Tech Order.

1. **Definitions.** Any capitalized terms used but not defined in this I-Tech Services Schedule shall have the meanings set out in the Agreement.

(A) "After Hours" are defined as all times other than Business Hours.

(B) "i-Tech Rates Schedule" means the relevant Provider's schedule of rates for i-Tech Services as updated from time to time in such Provider's sole discretion, a copy of which will be provided by such Provider to the Customer upon request.

(C) "i-Tech Service" shall mean technician services provided by the relevant Provider or third parties contracted by such Provider, which may include, without limitation, (i) basic on-site, on-demand first-line maintenance and support, including power cycling equipment, and measuring power consumption, (ii) scheduled support, maintenance, installation and removal of equipment, cabling, temporary badge access, receiving or moving packages, or equipment and other related support services, and (iii) remote support, such as that performed over the internet or other connectivity to manage or troubleshoot remote equipment including networking equipment and virtual servers on such Provider's Cloud Server platform.

(D) "Virtual Server" shall mean any server or appliance hosted on the relevant Provider's Hosted Cloud Services platform.

2. **Term.** The initial term of this Order shall commence on the Effective Date and shall end on the final day of the first full calendar month following the Effective Date, and shall thereafter renew on a month-to-month basis until terminated by 30 days' notice from any Party to the other Parties.

3. **i-Tech Service.** A Provider may provide i-Tech Service on the Customer's virtual server maintained on such Provider's servers from time to time as mutually agreed between the parties. The Customer may order i-Tech Service by contacting the relevant Provider's customer service department or by such other means as such Provider may from time to time make available to the Customer for such purpose. A Provider shall not be obligated to provide i-Tech Service that is scheduled support beyond basic on-site, on-demand first-line maintenance and support until a scope for such i-Tech Service has been mutually agreed between the relevant Provider and the Customer in writing. Upon a Provider's acceptance of such order (and the parties' execution of a scope document, if requested by such Provider), such Provider will perform the i-Tech Service in accordance with the Customer's directions. Pricing for i-Tech Service shall be at the rates set out on the i-Tech Rates Schedule.

4. **i-Tech On-Demand Response Time Service Levels.** Each Provider shall use its reasonable efforts to dispatch a technician to perform i-Tech Services requested by the Customer to be performed on demand (1) within one hour following the time the relevant Provider's customer service department receives and logs Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed during Business Hours, and (2) within two hours following the time such Provider's customer service department receives and logs the Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service,



for i-Tech Service to be performed After Hours. If a Provider breaches its obligations pursuant to the previous sentence, such Provider shall issue a credit for up to one hour of i-Tech Service to the Customer, and the Customer shall have no further right of action against such Provider in respect of such breach, and such Provider shall have no further liability to the Customer in respect of such breach.

5. **Risk of Loss; Grant of Authority.**

(A) The Customer acknowledges that due to the nature of the i-Tech Service, there is potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media, and acknowledges that each Provider's liability for such damage or loss is limited by this Order and the Agreement.

(B) The Customer grants to each Provider and its agents and service representatives access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate the Customer's computer software, applications, data, and data storage media including, but not limited to, computer operating systems, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on the Customer's computer system or network, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

(C) The Customer grants to each Provider and its agents and service representatives permission to download and install software on the Customer's virtual servers, computers and network, including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the Customer, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

6. **Miscellaneous.**

(A) An i-Tech Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to an i-Tech Order.

(B) All i-Tech Service is billed a minimum one (1) hour charge and in 30 minutes increments thereafter. If technician travel is required, travel time to and from the facility is billed for ALL After Hours i-Tech Service. There is a minimum of a two hour charge on any i-Tech Service that requires shipping of equipment.

(C) Services must be scheduled 4 business days in advance and during Business Hours to be considered "scheduled work" for purposes of the i-Tech Rates Schedule.

**Exhibit A i-Tech
Rates Schedule**



AN II:II SYSTEMS COMPANY

- All rates are hourly and are billed in the currency of the country service is performed in, as shown in the grid below.
- Telco carrier support may be required when troubleshooting power or cross connect issues. All Telco carrier support is billed through a Provider at the Telco carrier's posted rates.
- Customer is responsible for any taxes on work performed, if applicable.
- Remote Support is support that can be done remotely, such as network troubleshooting, virus/hack cleaning, OS support, email support, firewall management, LEC management, etc.
- On Site Support is support that physically requires personnel on site to perform work, such as a data center escort, troubleshooting, rebooting equipment, remote hands, tracing cross connects, shipping and receiving, tape swapping, resetting power breakers, troubleshooting other power or cross connect issues, etc.

Hourly Pricing Schedule for REMOTE or Virtual Server i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$200/HR	\$225/HR	\$250/HR	\$300/HR
£175/HR	£200/HR	£225/HR	£275/HR
€150/HR	€175/HR	€200/HR	€250/HR

Hourly Pricing Schedule for DATACENTER On-Site i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$250/HR	\$300/HR	\$325/HR	\$375/HR
£200/HR	£225/HR	£250/HR	£275/HR
€200/HR	€225/HR	€250/HR	€275/HR

All pricing is subject to change.



Public Safety

Meeting Date: October 29, 2024

Approve Cloud Server, Memory, Storage, and Network Resources

Department:	Information Technology
Presenter:	Mr. Reggie Horne, Interim Chief Information Officer
Caption:	Approve Cloud Server, Memory, Storage, and Network Resources.
Background:	Augusta's current Disaster Recovery resources are limited, approaching end of life, and end of support. Migrating to a cloud-based Disaster Recovery scenario from an on-premise environment will improve time to recover, scalability, and access. Utilization of cloud resources will reduce the opportunity for data loss by uploading a mirror image of Augusta's production environment.
Analysis:	By utilizing cloud-based resources Information Technology will not incur expenses for technology upgrades, hardware support or on-premise operating expenses. Additionally, Augusta can scale up resources, as needed, without investing in physical infrastructure.
Financial Impact:	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. This project is budgeted in the Information Technology 2024 Capital Budget (212-01-5410), with ongoing costs budgeted in the operating budget (101-01-5410).
Alternatives:	Continue to utilize existing on-premise resources.
Recommendation:	Approve Cloud Server, Memory, Storage, and Network Resources
Funds are available in the following accounts:	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. This project is budgeted in the Information Technology 2024 Capital Budget (212-01-5410), with ongoing costs budgeted in the operating budget (101-01-5410).
<u>REVIEWED AND APPROVED BY:</u>	N/A