



**MASTER SERVICE AGREEMENT**

**This Master Service Agreement ("Agreement"), dated this 1st day of February, 2022 is between Golden West Technologies ("GWT") and City of Deadwood ("Customer"), whereby the parties agree as follows:**

**RECITALS**

This agreement governs all of the services that we perform for you (collectively, the "Services"). The Services will be described in one or more addendums that we provide to you, and once you and we mutually agree to an addendum via signature, the addendum will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in an addendum and the language in this Agreement, then the language of the addendum will control. This Agreement only governs the services described herein and does not modify or alter the terms and conditions of any other agreement for purchase or lease of hardware, software or services.

Customer subscribes to services in accordance with the terms and conditions of this Agreement.

I. **Services:** Initial services under this agreement are specified in the indicated Addendum(s):

**Managed Services Package:**

- Technology Leadership Service Addendum A
- Managed Services Basic Addendum B
  - Firewall Addendum C
  - Managed Next Gen Anti-Virus Addendum D
  - Email Filtering Addendum F
  - BCDR Addendum G
  - Hosted Email Backup Addendum H
  - Enhanced Network Monitoring Addendum I
  - Managed Multi-Factor Authentication Addendum O
  - Wireless Monitoring and Management Addendum P
- Managed Devices Addendum J
- Onsite Support Addendum N

**A la Carte Services:**

- BCDR Addendum G
- Cybersecurity Essentials
  - Firewall Addendum C
  - Managed Next Gen A/V (NMC) Addendum E
  - Email Filtering Addendum F
- Security Total Care Addendum K
- Telephony Total Care Addendum L
- Alarm Monitoring Addendum M

II. **Term:** The initial term of this Agreement is for one (1) year unless a different term is specified on any of the attached addendum(s)] from the "In-Service Date" which is the date that all necessary tools are installed and operational. Unless terminated by either party's written notice at least thirty (30) days before the end of the initial term, this Agreement will automatically renew on a month-to-month basis (rates subject to change). Thereafter, this agreement may be terminated by either party by giving at least 30 days written notice of termination to the other party.

III. **Fees:**

Monthly Fee effective February, 2022: \$2,486.00\* (Includes Email Filtering, Managed Next Gen A/V, Enhanced Network Monitoring, BCDR, and Wireless). Monthly Fees beginning May 1, 2022: \$3,304.50\* (addition of Managed Services Basic). Monthly Fees beginning July 1, 2022: \$3,464.50\* (addition of Managed Firewall). Monthly Fees beginning September 1, 2022: \$3,604.50\* (addition of Historic Preservation storage support). Monthly fees may fluctuate depending on addition and/or subtraction of services.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

*It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.*

- IV. **Acceptance:** By signing this Agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this Agreement.
- V. **Notice:** Any notices required to be given by GWT shall be sent via email to [jessicca@cityofdeadwood.com](mailto:jessicca@cityofdeadwood.com). All notices to GWT shall be sent via email to [info@gwtis.com](mailto:info@gwtis.com).

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by their authorized representatives as indicated below.

### Golden West Technologies

By: \_\_\_\_\_

(Authorized Signature)

Print Name: James Van Loan

Title: Sales Manager

Date: \_\_\_\_\_

### City of Deadwood

By: \_\_\_\_\_

(Authorized Signature)

Print Name: Jessicca McKeown

Title: Finance Officer

Date: \_\_\_\_\_

### ADDITIONAL TERMS AND CONDITIONS

1. These terms constitute the entire and only Agreement (collectively, the "Agreement") between GWT and Customer with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. At any time after the initial term of this Agreement, GWT may increase charges or change the terms and conditions of this Agreement, provided that increases will not exceed 10% in a 12 month period. At any time after the initial term, Customer may cancel this Agreement by providing notice in writing at least 30 days prior to the cancellation effective date. Unless otherwise agreed, Customer's right to use the Service is not transferable and is subject to any limits established by GWT.
2. Customer shall pay in advance any fees and other charges incurred by Customer at the rates in effect for the billing period in which those charges are incurred. For situations where credit card payment is utilized, Customer shall maintain a current authorization for GWT to debit Customer's credit card account for such amounts. In addition, Customer shall provide GWT a current street address and Internet e-mail address for future communications and shall notify GWT of any change of e-mail and/or street address. Customer shall pay all applicable taxes related to use of the Service by Customer. For situations where Customer's credit card issuing financial institution has been notified of a payment dispute, Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card issuing financial institution. If Customer fails to pay for the Service, GWT may, at its sole discretion and without notice to Customer, (a) suspend its performance under this Agreement and deny Customer access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. During the initial term GWT may also cancel the Service to Customer for cause upon thirty (30) days prior written notice of termination and the cause therefore. Upon termination by GWT under any of the provisions of this paragraph, Customer's access to any of Customer's data stored by the Service may be permanently terminated. GWT will not provide a refund for any unused portion of the Services paid in advance by Customer. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
3. During the initial term Customer may terminate this Agreement for material breach of performance by GWT after having first provided written notice of such breach of performance to GWT. Following receipt of Customer's written notice of material breach GWT shall have thirty (30) days in which to cure the material breach. If within the thirty (30) day cure period GWT fails to cure the material breach, this Agreement will be deemed terminated. If Customer terminates this Agreement under the provisions of this paragraph, GWT will assist Customer in the orderly termination of services. This may involve copying data to an external drive. Customer agrees to pay GWT the actual costs of rendering such assistance.
4. Fees for the initial term are based on Customer's agreement to receive and pay for the Services for the full initial term. If this Agreement is terminated during the initial term either for cause by GWT or without cause by Customer, Customer agrees to pay monthly fees for the remainder of the initial term following such termination. Upon such termination any outstanding fees for the remainder of the initial term shall be accelerated and immediately due and owing to GWT.
5. No bailment or similar obligation is created between Customer and GWT with respect to Customer's data. Customer is solely responsible for creating Login ID's and Passwords. Customer is solely responsible for maintaining the confidentiality of Login ID's and Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Login ID's and Passwords.
6. Customer agrees that Customer will use the Service only in a manner consistent with the purposes of the Service. Customer shall not use the Service for storage, possession, creation or transmission of any information, including without limitation, stolen/pirated materials, defamatory materials, obscene materials or child pornography the storage, possession, creation or transmission of which violates any state, local or federal laws or regulations. Customer shall be responsible for determining what laws or regulations apply to its use of the Service. GWT retains the right to determine, in its sole discretion, whether any use by Customer is consistent with the purposes of the Service, and to immediately terminate any uses

determined not to be consistent therewith. **CUSTOMER DATA MAINTAINED BY GWT IS SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON SERVICE OF A VALID SEARCH WARRANT OR SUBPOENA ON GWT. CUSTOMER AGREES THAT GWT MAY, WITHOUT NOTICE TO CUSTOMER, REPORT TO THE APPROPRIATE AUTHORITIES ANY CONDUCT OR USE OF THE SERVICE BY CUSTOMER THAT GWT BELIEVES VIOLATES ANY APPLICABLE LAW OR REGULATION.**

7. Customer agrees to indemnify and hold harmless GWT its agents and employees from and against any and all claims, demands, liabilities or obligations for losses, damages, penalties, fines, punitive damages and expenses of any kind, including attorney fees, brought by a third party under any theory of legal liability arising out of use of the Service by Customer or any person using Customer's login information, regardless of whether such person has been authorized by Customer to use the Service.
8. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WHETHER SOUNDING IN TORT, CONTRACT OR ANY OTHER THEORY OF LIABILITY, GWT' LIABILITY FOR DAMAGES (WHETHER DEEMED DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, LOST PROFITS OR REVENUES, PUNITIVE OR OTHERWISE) NOT CAUSED BY THE WILLFUL, WANTON OR FRAUDULENT CONDUCT OF GWT OR ITS AGENTS, AND ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN SERVICE; OR ARISING OUT OF GWT'S FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION, OR TO EXERCISE REASONABLE SUPERVISION; OR OCCURRING IN THE COURSE OF FURNISHING SERVICE OR OTHER FACILITIES; SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THAT INVOICED FOR THE BILLING CYCLE IN WHICH THE CONDUCT GIVING RISE TO THE CLAIM TOOK PLACE. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GWT OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GWT OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GWT IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED CONDUCT GIVING RISE TO THE CLAIM OCCURRED.**
9. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of South Dakota, without regard to its choice of law provisions. Venue lies in the state and federal courts of Pennington County, South Dakota which shall have exclusive jurisdiction and venue over all controversies in connection herewith. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
10. This agreement, together with any and all addendums, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings related to the Services and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or addendum will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. GWT will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
11. Customer agrees travel will be billed portal to portal at the current labor rate if an onsite visit is required.
12. Customer agrees that for so long as GWT is engaged by Customer, and for a period of twenty-four months thereafter, Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of GWT and whom Customer has become aware of by virtue of this engagement for the purpose of having such a person work for Customer, or for any other person firm corporation or entity.
13. Nothing contained in this Agreement shall be deemed to create a relationship between GWT and Customer in the nature of a partnership, joint venture, principal/agent or any other relationship. Both parties agree that GWT has no interaction with the data or information stored or used by Customer pursuant to this Agreement, except as necessary to maintain the Service and/or ascertain Customer's compliance with this Agreement.
14. The provisions of paragraphs 6, 8, 9 and 10 are for the benefit of GWT and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
15. It is the Customer's responsibility to provide and pay for all public IP addresses needed for monitoring.
16. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
17. GWT will not be liable to you for delays or failures to perform GWT's obligations under this Agreement or any addendum because of circumstances beyond GWT's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, actor of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
18. Portions of the Services may be acquired from, or rely upon the services of third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in an addendum, and at all times GWT reserves the right to utilize the services of any third party provider, or change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under an addendum. GWT will not be responsible, and will be held harmless by you, for the failure of any third party provider or manufacturer to provide Third Party Services to GWT or to you.



## **ADDENDUM B – MANAGED SERVICES BASIC**

This addendum supplements the Master Services Agreement and provides specific details for the service provided.

- I. **Description of Service:** Golden West Technologies' Managed Services Basic is a solution for customers to managed and support their network infrastructure.
  - A. **Strategic Services**
    - Quarterly Business Review
  - B. **NOC Services**
    - 8x5 network & server management
      - With 24x7 alerting and emergency response
    - Server patching (Windows & 3<sup>rd</sup> party)
    - Semi-annual Centralized Services and Network Administrator review & alignment
  - C. **Emergency Services**
    - Virus remediation for networks meeting the Cybersecurity Minimum Standards
    - After hours critical system failure response by on-call technicians
  - D. **Best Effort Services**
    - For non-GWT supplied equipment or non-Microsoft software, GWT will provide a best effort to troubleshoot issues, not to exceed 30 minutes of effort. Beyond that 30 minutes, standard billable rates may apply.
  
- II. **Availability of Services:** The scope of this Agreement shall be applied 24x7x365 for Monitoring and 8:00 am – 5:00 pm MST Monday-Friday (excluding holidays) for remote support. Access to the GWT NOC by authorized personnel is made by opening a service request via email at: [gwtnoc@goldenwest.com](mailto:gwtnoc@goldenwest.com) or for time-critical issues by calling 605-719-3743 or 866-208-9720.
  - **Services Delivered Outside of Standard Business Hours:** Non-emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday and on holidays shall be subject to 1.5 times the current billable rate.
  
- III. **On-Boarding – Provisioning, Training and Go-Live:** Golden West Technologies will schedule and install the necessary tools to monitor and manage the Customer's network. The Customer agrees to provide Golden West Technologies with remote network access, a specific domain admin account and a server with enough resources available for monitoring tools. An overview training will be provided upon request.
  
- IV. **Minimum Service Compliance Standards:** In order for Client's existing environment to qualify for GWT Services, the following requirements must be met or a plan in place to remediate:
  - a. All servers with Microsoft Windows Operating Systems must not be in an end of life state.
  - b. All workstations with Microsoft Windows Operating Systems must not be in an end of life state.
  - c. All Line-of-Business software must be genuine, licensed and vendor-supported.
  - d. The environment must have a currently licensed, vendor-supported backup solution.

- e. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
- f. The environment must have a currently licensed, up-to-date and vendor-supported antivirus solution protecting all servers & workstations.

**V. Excluded Services:**

- a. Parts, equipment or software not covered by vendor/manufacturer warranty or support
- b. The cost of any parts, equipment, or shipping charges of any kind
- c. The cost of any software, licensing, or software renewal or upgrade fees of any kind
- d. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind
- e. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by GWT. This includes alterations, software installations or modifications of equipment made by Client's employees or anyone other than GWT.

*Pricing can change during the term of this Agreement due to the addition of new services or a change in the scope of services provided (additional users, devices, etc.) These changes will typically be discussed during a quarterly review or at the time of the service addition*

Included in original Master Service Agreement:  Yes  No



## **ADDENDUM C—FIREWALL MONITORING AND MANAGEMENT**

**I. Description of Services:** Golden West Technologies' Firewall Monitoring and Management Service is a comprehensive monitoring and management solution for SonicWALL Firewall appliances.

**A. Covered service provided by Golden West Technologies includes:**

- General firewall configuration and support
- Nightly configuration backups
- Scheduled firmware updates
- Email availability alerts
- Phone alert notification (Gold only)
- Web access to summarized usage reports (Gold only)
- Automated emailed reports (Gold only)
- Hardware warranty (Does not cover e-class devices)

**B. Any service not described above would be considered a billable activity (unless Customer has the Technology Leadership Service) to include:**

- Setting up the Active Directory portion of LDAP integration/Single-Sign-On/DPI-SSL.
- Any other configuration changes to the network outside of the firewall.

**II. Requirements:** In order for Golden West Technologies to provide firewall monitoring and management, the following are the minimum requirements:

- SonicWALL firewall is vendor supported.
- SonicWALL has an active security service subscription.

**III. Setup Procedures:** Golden West Technologies will configure, ship and remotely assist with the onsite install of the SonicWALL for customers who have purchased a SonicWALL from GWT. If the SonicWALL is already in place, it must be in an online and operational state before monitoring can begin. The Golden West Technologies' Network Operations Center can then assist in opening a management rule.

**A. Responsibilities of the Customer Includes:**

- Physical installation of the firewall (if applicable)
- Provide remote access and admin credentials to firewall
- Transfer of registration of the SonicWALL firewall to GWT (if applicable)

**B. Any effort not described above would be considered a billable activity, to include:**

- Onsite installation of the firewall
- Analyzing/translating the configuration from a non-SonicWALL firewall to the new firewall
- Any other configuration changes to the network outside of the firewall.

**Firewall Location Address:** 102 Sherman Street, Deadwood, SD 57732

**IV. SERVICE LEVEL**

- GOLD
- BRONZE (Available for Branch Only)

*If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..*

**Included in original Master Service Agreement:**  **Yes**       **No**



## ADDENDUM E –MANAGED NEXT GEN ANTI-VIRUS (NMC)

**I. Description of Services:** Golden West Technologies' Managed NextGen Anti-Virus is a solution for Customers to help protect their network infrastructure from cybersecurity threats.

**A. General:** As of the In-Service date, Managed NextGen Anti-Virus will be made in effect and includes the following where applicable:

- Providing of the MNGAV agent
- Access to the MNGAV portal
- Training on the use of the portal
- 24/7/365 monitoring and initial incident management. Incident management will be as follows:
  - When a threat is detected by the Agent, the Agent will attempt to kill and/or quarantine the threat automatically. The SOC will be notified of the threat.
  - If the Agent is able to stop the threat, the SOC will mark the threat as remediated. A threat analysis report will be generated by the SOC. The GWT NOC will log the incident and forward the report to the customer.
- Initial installation Q&A for 30 days after the MNGAV agent installer is provided
  - Note: Any direct support would be billable
- Whitelisting of applications
- Threat analysis reporting (content of the report is determined by the nature of the threat). Reports will be provided during normal working hours (8 am–5 pm MT Monday-Friday, excluding holidays)
- Support for issues with the MNGAV product (8 am – 5 pm MT Monday – Friday, excluding holidays)

**Responsibilities of the Customer (otherwise a billable activity) are anything not listed above which includes:**

- Installation of MNGAV agent
- Building of an .msi wrapper or any other installation specific actions
- Any troubleshooting beyond the unloading of the agent to verify that the MNGAV tool is not causing the issue

## II. Number of Devices:

16 Server(s)

51 PC(s)

*If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..*

Included in original Master Service Agreement:  Yes  No





## ADDENDUM F –EMAIL FILTERING

- I. Description of Services:** Golden West Technologies' Email Filtering Solution is a multi-layered service helping to prevent spam, phishing and other malicious emails.
- Covered service provided by Golden West Technologies includes:**
- Initial setup of the application
  - Whitelisting and blacklisting of email addresses
  - General configuration updates and changes
  - Training on the use of the email filter portal
- II. Requirements:** Minimum requirements for Golden West Technologies to provide email filtering:
- Domain Controller, Certificate Authority and Mail Server are on a Microsoft supported OS
  - The mail server application is a Microsoft supported version of Exchange or Office 365. (Non-Microsoft mail providers are not supported.)
  - Any externally enabled email addresses (including user mailboxes, aliases, distribution lists and mail enabled security groups) must exist within Active Directory.
- III. Setup Procedures:**
- A. Responsibilities of the Customer includes:**
- Provide Golden West Technologies' (GWT) Network Operations Center (NOC) access to the firewall, or if a non-SonicWALL firewall, configuration of the firewall.
  - Take appropriate action to change the mail exchange (MX) record with their Domain registrar to mail-virtual.gwtc.net or providing the GWT NOC with appropriate information and credentials necessary to remotely access an internal domain controller.
  - Provide GWT with documentation on the IP addresses of servers and a mail-filter account or give access to GWT to discover the IPs and create a mail-filter account.
- B. Any effort not described above would be considered a billable activity, to include:**
- Installing or modifying the Certificate Authority
  - Maintenance or modification of Active Directory, Office 365, or Exchange (for example, adding proxy addresses)

**Number of email boxes protected: 80**

*Mail box protection is sold in groups of 10. The monthly recurring charge will be appropriately adjusted as the customer adds email boxes and additional groups of 10 are required.*

### Additional Terms and Conditions for Email Filtering Service:

Golden West Technologies assumes no responsibility for the timeliness, deletion or incorrect delivery of any email communications processed by this service. The customer must provide and is responsible for all equipment necessary to receive email forwarded to the customer by this service.

Included in original Master Service Agreement:  Yes  No



**ADDENDUM G –BCDR**

- I. Description of Services:** Golden West Technologies’ BCDR Service is a complete business continuity and disaster recovery solution offering maximum security for critical business data.
- II. Setup Procedures:** Golden West Technologies will schedule an install of the Golden West Platinum Backup Appliance at the Customer location. Once the BDR Appliance is in place, a data backup to the appliance will be scheduled for off hours. Upon completion, data will be replicated to a secure data center. Service will begin when the appliance is installed and is operational, known as the “in-service” date.  
**Address of Appliance:** 102 Sherman Street, Deadwood, SD 57732
- III. \*\*\*TERM\*\*\*: The initial term of this Agreement was for three (3) years from the “In-Service” date. Renewal terms remain the same as the Master Service Agreement stipulates. During the term of the Agreement, Customer fees will be automatically adjusted as storage requirements change.**
- IV. Appliance:**
  - Business
  - Professional - 10TB
  - Device Enterprise

**Additional Terms and Conditions for BDR Service:**

1. USE OF THIS Service (the "Service") consists of the right of the Customer ("Customer") to electronically transmit and store computer data using either a private data communications network, or the Internet into a location provided by Golden West Technologies and to retrieve said data should it be required. The Service is made available by Golden West Technologies to Customer during the period Customer maintains a paid subscription to the Service. Customer must be a currently licensed user of Golden West backup client software for Services where software is required to provision access.
2. Golden West Technologies may make copies of all files stored as part of the backup and recovery of servers utilized in connection with some of the Services. Golden West Technologies is not obligated to archive such copies and will utilize them only for backup purposes. They will not be accessible to Customer.
3. Customer is responsible for and must provide data connectivity to the Golden West Technologies BDR Appliance to allow for remote monitoring and off site backups. Additionally, Customer is responsible for providing environmental protection and power for the Golden West BDR Appliance.
4. The Golden West BDR Appliance is the property of Golden West Technologies unless customer chooses outright purchase as listed on a separate quote.
5. The backup data being stored on the Golden West BDR Appliance and at offsite locations remains the sole property of the Customer.
6. Fees are based on the Customer’s acceptance to receive and to pay for the services for Three (3) full years. If the Agreement is canceled without cause outlined in this agreement during the initial term, the Customer agrees to pay the following early termination fee:

	<u>BUSINESS</u>	<u>PROFESSIONAL</u>	<u>ENTERPRISE</u>
Anytime During Year 1	\$2,400.00	\$5,500.00	\$12,000.00
Anytime During Year 2	\$1,200.00	\$2,750.00	\$6,000.00
Anytime During Year 3	\$1,000.00	\$1,375.00	\$3,000.00

7. In the event of a catastrophic failure in which the Golden West Platinum Backup Appliance is damaged a recovery service fee of \$1000 plus cost of the Golden West BDR Appliance and any shipping and handling will be charged to the Customer. In addition actual costs of providing assistance in regard to a replacement Golden West BDR Appliance will be billed at standard time and material rates
8. Except for the Golden West BDR Appliance, Customer hardware replacement cost and the cost associated with hardware replacement fall outside this Agreement.
9. This Agreement includes support for Windows and Linux Server Operating Systems only. Data to be backed up may not reside on client desktop and/or laptop machines.
10. Any additional equipment deemed necessary to provide continued support for this service will be billed to the Customer if a cost is incurred for this equipment by Golden West Technologies.

Included in original Master Service Agreement:  Yes  No



## ADDENDUM I – ENHANCED NETWORK MONITORING AND MANAGEMENT

- I. Description of Services:** Golden West Technologies' Enhanced Network Monitoring and Management is a solution for Customers to help protect their network infrastructure.
- A. **General:** As of the in-service date, Enhanced Network Monitoring and Management will be made in effect and include the following where applicable:
- Switch Configuration Backups with Change-Logs
  - Network Mapping of Managed Switches, Routers, and Firewalls
  - Analytic Tools for advanced network troubleshooting and forensic investigations
- B. **Time Frame:** The scope of this Agreement shall be applied 24x7x365 for Monitoring, excluding times when the services are not available due to maintenance, testing or inability of the customer to access services. Analysis of the data will be performed between 8:00 am – 5:00 pm MST Monday-Friday (excluding holidays). As defined here, a level of normal monthly monitoring of 99% shall be deemed as meeting the service level requirements of this Agreement. Any failure to meet this level of service that is attributable solely to Golden West Technologies or its subcontractors shall be deemed a default under Section 3 of the Terms and Conditions of the Master Service Agreement.
- C. **Priority and Response:** Remote support is provided 24x7x365. Support required outside of 8AM-5PM M-F and on holidays, will be provided by our on-call staff.
- D. **Detailed Service Description:** Included in Appendix A which is attached.
- II. Setup Procedures:** Golden West Technologies will schedule a remote install of the client on each identified network device. The Customer agrees to provide Golden West Technologies with remote network access, a list of targeted network devices, a specific domain admin account and a server to install management software

*If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..*

Included in original Master Service Agreement:  Yes  No

# APPENDIX A

## Enhanced Network Monitoring Service Guide

- **Description of Service:**

Enhanced Network Monitoring provides users with greater visibility of their network infrastructure and resources through automatically created network maps and simple packet analysis.

  - **Device Backup:** Automatic programmed backups of network switch and router configurations. Allows for easy deployment of replacement devices.
  - **Network Topology:** Service allows for automatic discovery and mapping of network devices.
  - **Network Monitoring:** Service allows customer and Golden West Technologies staff to examine traffic on specific devices. Typically, the traffic on the port that leads to the internet is monitored.
  - **Troubleshooting:** Service aids customer and Golden West Technologies staff in troubleshooting network problems.
- **Setup Procedures:**
  - Customer is required to complete all information in the Request for Information (RFI) document before service can be setup. Once the RFI is completed, a GWT representative will remotely configure the service to begin scanning all subnets reported in the RFI. If SFLOW or NetFLOW data is required, a GWT representative will create a Linux virtual machine and configure it to send data securely to the service.
- **Problem Tracking:**
  - The service does include some alerts, but they are not tracked by GWT.
  - Service can be used by the customer and GWT to troubleshoot network performance issues. A ticket will be opened and the issue and resolution will be logged at GWT.
  - Reports can be requested on a case-by-case basis for event information.



## **ADDENDUM P –WIRELESS MONITORING AND MANAGEMENT**

- I. Description of Services:** Golden West Technologies' Wireless Monitoring and Management Service is a comprehensive monitoring and management solution for RUCKUS Wireless appliances.
- II. Setup Procedures:** Golden West Technologies will configure, ship and remotely assist with the onsite install of the RUCKUS Access Points. The Golden West Technologies Network Operations Center can then assist in opening a management rule for Golden West.
- III. Service Level:** Golden West Technologies will provide service on wireless systems, to include:
- a. Lifecycle Tracking
  - b. Device Monitoring
  - c. Access Point Configuration and Management
  - d. Remote Support for Access Points
  - e. Firmware Scheduling
- IV. Number of Access Points:** 3
- V. Address of Service:** 102 Sherman Street, Deadwood, SD 57732

*If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same.*

Included in original Master Service Agreement:  Yes  No