

EXHIBIT 1

ORDER #002

This Order #002 (the "Order") to Master Services and License Agreement #CMC05122023 (the "Agreement") is made and entered into effective _____, (the "Order Effective Date") by and between:

Assured Data Protection, Inc. ("Assured")
13873 Park Center Road, Suite 545N
Herndon, Virginia 20171

City of McCleary ("Client")
100 S 3rd St
McCleary, WA 98557

1. PRODUCTS:

Product	Description	Term
Assured Data Protection Service Tier III - Band A SKU: ADPSTS003_AFE	Rubrik Appliance on-premises, replication to 2 nd Rubrik instance (most recent up to two weeks). DRaaS	12 Months
Rubrik M365 Data Protection SKU: ADP036501	Rubrik Hosted Protection for Microsoft 365, 20 GB per user; Cost Per Seat	12 Months

2. SERVICE TERM

12-MONTHS. Renewal Term

Payment Terms

- Setup fees are billed upon signature
- Service billing will begin upon commencement of the Service Term
- Service Term will commence upon Service delivery or the month following the arrival of on-premises hardware, whichever comes first. Notwithstanding, all billing will commence within 60 days of contract signature

This order will automatically renew for additional one (1) year terms (each a "Renewal Term") unless either party provides the other party with a notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term.

3. FEES:

Product	Contract Price	Amount	Client Price
Assured Data Protection Service Tier III - Band A SKU: ADPSTS003_AFE	\$1,999.20	1	\$1,999.20
Rubrik M365 Data Protection SKU: ADPO36501_SFE	\$1.68	60	\$100.80
Rubrik 20GB M365 Data Protection Foundation Edition Overage ADPO36501_OSFE	\$1.68	Actuals	Actuals
Total Monthly Estimated Charges			\$2,100.00/Month

* Service includes disaster recovery resources: 4 vCPU and 32 GB of RAM (no additional charge). Customer has the ability to spin up and Livemount VMs in our data center on request. DR consumption beyond the allotment is charged on a per usage basis. Pricing is below for On Request VMs recovered and operated in the DR environment. The idea behind allotting some DR capacity is to give you the ability to stand up something critical, like AD, and power it on/off for DR testing whenever you feel like it. DR resources can also be reserved.

**Actual On Demand Protected TBs will fluctuate monthly based on usage.

On Demand DR Resource pricing. Reserved resources with guaranteed availability are available

Description	Client Price
Disaster Recovery vCPU, On-demand; per Month (pro-rated hourly)	\$17.90
Disaster Recovery RAM (Per GB), On Demand; per Month (pro-rated hourly)	\$5.85
Disaster Recovery Persistent Disk (Per GB), On Demand; per month (pro-rated hourly) ***	\$0.21
Disaster Recovery Rubrik-based Livemount	No Additional Cost

*** Persistent Disk is SSD fronted SATA, to be compared with Amazon EBS Provisioned IOPs with 5k shared available IOPs.

4. SCOPE OF LICENSE

License limited to Client internal use

5. SUPPORT

A. Maintenance Services

Assured shall provide Client with Support during the Service Term.

B. Implementation Services

Assured shall provide Client with the implementation services (the “Implementation Services”) for the Service as set out in Exhibit 1A, hereto. The Implementation Services shall be provided in accordance with the Agreement and this Order. If Client desires to retain Assured to perform additional services, the parties shall enter into a change order or amendment hereto.

6. GENERAL

The terms of this Order, including the license or rights granted herein and applicable fees, are conditioned upon Client’s execution and Assured’s receipt of this Order by ___09/01/2024___. If Client fails to execute and return this Order to Assured by such date, Assured may, in its sole discretion, decline to honor the terms of this Order, including the fees and license set out herein. The Agreement is supplemented as set forth herein. In the event of a conflict between the Agreement and this Order, the terms and conditions of this Order shall govern. Otherwise, all the terms and conditions of the Agreement not amended herein shall remain in full force and effect.

Agreed to and accepted by:

ASSURED DATA PROTECTION, INC.

CITY OF MCCLEARY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____