

Managecast Technologies, Inc.

*Cloud Backup Experts, Powered by VEEAM*

<http://www.managecast.com>

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## Managecast Cloud Backup Proposal

Prepared for:



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Managecast Cloud Connect for VEEAM Proposal

Prepared For:

Gordon County  
Nate Anderson  
201 North Wall Street  
Calhoun, GA 30703

Prepared By:

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Quote ID: 12142020CIRA  
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Expires: 12-31-2020

**VEEAM Cloud Storage (fully managed)**

Description	Qty	Monthly	Total
VEEAM Cloud Connect Backup Storage - per GB	35,000	\$0.05	\$1,750.00
Optional - VEEAM Cloud Immutable Object Storage (Ultimate Ransomware Protection Add-On)	0	\$0.03	\$0.00
VEEAM DRaaS SSD Flash Storage - per GB	0	\$0.07	\$0.00
<b>VEEAM Cloud Storage Monthly Subtotal</b>			<b>\$1,750.00</b>

**VEEAM Licensing (1 year)**

Description	Qty	Monthly	Total
Veeam Backup and Replication 9.5 (Enterprise Plus) (per VM/month)	0	\$8.00	\$0.00
Veeam Agent for Windows (per Server/month)	0	\$10.00	\$0.00
Veeam Backup for Office 365 (per user/month)	0	\$1.25	\$0.00
<b>VEEAM Licensing Monthly Subtotal</b>			<b>\$0.00</b>

**VEEAM Onsite Storage Appliance (Optional)**

Description	Qty	Monthly	Total
2U Rack Server (8 x 8TB SAS Disks RAID6, ~43.2TB Usable, 32GB RAM, 1Gbps, Dual Power Supplies)	0	\$235.00	\$0.00
<b>VEEAM Onsite Storage Appliance Monthly Subtotal</b>			<b>\$0.00</b>



Managecast Cloud Connect for VEEAM Proposal

Public IPs (Only if using DRaaS and Public IPs are needed)

Description	Qty	Monthly	Total
Public IP Address (for public facing devices such as web and email servers, etc) *-TBD	0	\$15.00	\$0.00
<b>Public IPs Monthly Subtotal</b>			<b>\$0.00</b>

Managecast DRaaS - Restore to Cloud Service (Run time charge)

Description	Qty	Per HR	Total
Managecast DRaaS with VEEAM Burst RAM (GB per Hour Runtime)	0	\$0.10	\$0.00
<b>Managecast DRaaS Runtime per Hour Subtotal</b>			<b>\$0.00</b>

Managecast Cloud Backup Setup (Non-recurring charge)

Description	Qty	NRC	Total
VEEAM Cloud Connect Backup Setup Includes initial configuration and seed backup	1	\$695.00	\$695.00
VEEAM DRaaS Setup Includes initial configuration, provisioning and seed backup	0	\$2995.00	\$0.00
Fully Assisted Disaster Recovery Testing. Includes documenting DR process, user acceptance testing, troubleshooting failover issues, and if needed re-testing. We can also provide ad-hoc DR support at standard hourly rates of \$185/hr (1.5x rate for after-hours support). Annual DR testing (after the first test) is discounted 20%.	0	\$9875.00	\$0.00
<b>Managecast Cloud Backup Setup Subtotal</b>			<b>\$695.00</b>

Monthly Recurring Charges (MRC)


Description	No. of Payments		Total
3-Year Term (includes offsite storage)	36	Monthly	\$1,750.00
<b>MRC TOTAL</b>			<b>\$1,750.00</b>



# The Real Cost of Backup and DR

## Acquisition Cost

Cost Per GB/TB



**Operational Cost**

- Testing
- Troubleshooting
- Adds / Removes
- Archiving
- Management
- Training
- Upgrades
- Monitoring
- Analytics

The graphic features a pair of eagle wings spread wide, rendered in a dark, textured style. The text is overlaid on a dark, textured background to the right of the wings.



## Master Services Agreement

This Master Services Agreement ("Agreement") is between Managecast Technologies, Inc. on behalf of itself and its Affiliates (collectively referred to herein as "Managecast"), with offices at 1095 Nimitzview Drive, Suite 100, Cincinnati, OH 45230 and Gordon County, with offices at 201 North Wall Street, Calhoun, GA 30703 ("Customer") for services ("Services") provided by Managecast as ordered or accepted pursuant to a Services Schedule ("Schedule") attached to this Agreement. Services covered under this Agreement include Backup, Disaster & Recovery ("BDR"); and Cloud Connect. The Customer's use of the Services as reflected in the appropriate Schedule is governed under the terms and conditions specified in this Agreement, which incorporates (1) acceptance of the Managecast Service Level Agreement for Cloud Computing Services ("SLA") if applicable. The SLA can be found on Managecast's main website (<https://www.managecast.com/service-level-agreement>). Customer agrees that (1) Customer has accepted the Agreement in its entirety, (2) agrees to be bound by the Agreement, and (3) the Agreement constitutes a binding and enforceable obligation between Managecast and Customer. Managecast will provide written notification that the terms of the SLA have been modified, within thirty (30) days of such modification.

### Section 1. Schedule.

- 1.1 Submission and Acceptance of Schedule. Customer may place an order for Services by signing or otherwise acknowledging the appropriate Schedule and returning it to Managecast. A Schedule identifies services with associated pricing, the duration Services are to be provided (the "Term"), and the date services shall commence (the "Effective Date").
- 1.2 Schedule A - BDR Services or Cloud Connect Services

### Section 2. Customer and Managecast Obligations.

- 2.1 Customer Obligations. Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations, including HIPAA, PCI, and any other relevant standards; (ii) pay the invoices for Services when due; (iii) use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it has authorized access; (iv) cooperate with Managecast's investigation of outages, security problems, and any suspected breach of this Agreement; (v) comply with all license terms or terms of use for any software, content, service or website which Customer uses or accesses when using the Services; and (vi) notify Managecast of any known or suspected unauthorized use of Customer's account, the Services or any other breach of security.
- 2.2 Security. Managecast agrees to maintain reasonable and appropriate measures related to physical security to protect Customer's Content. Customer shall be solely responsible for data maintenance, integrity, retention, security, and backup.
- 2.3 Confidentiality. Neither Managecast nor Customer nor either's employees, agents, representatives, and successors or assigns will at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner any Content or other information that is confidential and proprietary to the other party. "Content" shall mean all data, software and information, including, without limitation, data text, software, scripts, video, sound, music, graphics and images that are created, uploaded or transferred in connection with the Services by Customer or its Affiliates. "Content" shall also mean any information that is confidential and/or proprietary to Managecast, including, but not limited to,



work methods, licensed software, management tools and forms, proposals, agreements, fees, billing rates, and any documents marked as confidential or proprietary. Upon termination of this Agreement, each party will return to the other party any records, notes, documentation and other items which were proprietary to the other party during the term of this Agreement. This provision will permanently continue in effect after the termination of this Agreement.

2.4 Right of Access. If access to a non-Managecast facility is required for the installation, maintenance, upgrade and/or removal of Managecast network or equipment, Customer shall secure such right of access and arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to any equipment provided by Managecast remains with Managecast. Customer shall not create, or cause to be created, any encumbrances on Managecast equipment.

2.5 Scheduled Maintenance. Managecast will make its "best efforts" to ensure that scheduled maintenance will not result in the interruption of Services. If scheduled maintenance requires Services interruption, Managecast intends to provide Customer with three (3) days' prior written notice and work with Customer to minimize such interruptions. However, there may be unforeseen situations whereby emergency and critical maintenance actions need to be taken with a shorter notice period.

### Section 3. Billing and Payment.

3.1 Billing for Services. Monthly billing will commence on the Effective Date. Customer will pay all Managecast charges within thirty (30) days of the date of Managecast's invoice. As regards to Services, billing for partial months is prorated.

3.2 Late Charges. All past due amounts shall bear interest at the rate of 1.5% per month. Customer is responsible for all charges incidental to the Services, even if incurred as a result of unauthorized use.

3.3 Disputed Invoices. If Customer reasonably disputes an invoice, Customer shall pay the undisputed amount and submit written notice of the disputed amount to Managecast ("Disputed Invoice Notice"), detailing the disputes and reasons therefore. The Disputed Invoice Notice must be submitted in writing within 60 days from the date of the invoice. Managecast shall review the Disputed Invoice Notice and determine whether Customer is responsible for paying the disputed amount. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due.

3.4 Taxes and fees. All Services charges are exclusive of all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of the Services. Customer agrees to pay all sales, use, excise, access, bypass, franchise or other taxes, fees, duties or surcharges assessed in connection with the Services.

### Section 4. Cancellation Charge.

4.1 Cancellation of Services. Customer may cancel Services or any portion thereof upon written notice to Managecast identifying the affected Services ("Cancellation Notice"). If Customer provides Managecast with a Cancellation Notice, Customer shall pay Managecast a cancellation charge equal to the sum of: (i) a termination charge; and (ii) if not recovered by the foregoing, any termination liability payable by Managecast to other parties resulting from the cancellation. The termination charge shall be equal to the sum of: 100% of the remaining monthly recurring charges for Services



through the Term. Customer hereby acknowledges that the above charges are a genuine estimate of Managecast's actual damages and are not a penalty.

4.2 Upon termination or cancellation of this Agreement by Customer, it is Customer's sole responsibility to switch to a new service provider and pay for all costs associated therewith.

#### Section 5. Excluded Services.

5.1 Any Services that are not expressly stated in a Schedule are excluded. Excluded services include, but are not necessarily limited to:

- Shipping costs
- Training services
- Programming charges
- Services relating to the movement of equipment from one Customer location to another, irrespective of whether or not the equipment is specified in a Schedule
- Services incurred to restore/repair the Services due to any equipment or software alteration or modification made by Customer's employees or anyone other than Managecast

#### Section 6. Default.

6.1 Events of Default. Managecast may terminate this Agreement and/or any Services, in whole or in part without liability, and immediately cease providing any or all Services upon an event of default of Customer. An event of default includes (a) failure to pay all amounts due and owing under an invoice within thirty (30) days after the date of the invoice; (b) the filing of a petition in bankruptcy by or against the Customer; or (c) Customer's failure to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from Managecast. Upon an event of default, Customer shall be liable for and pay to Managecast the cancellation charge as specified in Section 4. above. Managecast may also seek any and all remedies it may have at law or in equity.

6.2 Managecast's Default. If Managecast fails to observe or perform any material term of this Agreement and such failure continues for thirty (30) days after written notice from Customer, Customer may terminate this Agreement and/or any Services, in whole or in part without liability.

#### Section 7. Liabilities.

7.1 Disclaimer of Special Damages. EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL MANAGECAST, ITS AFFILIATES, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF THE SERVICES, INCLUDING: LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF MANAGECAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Limitation of Liability. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, IF MANAGECAST IS FOUND TO BE LIABLE TO CUSTOMER FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THE SERVICES, MANAGECAST'S TOTAL CUMULATIVE LIABILITY



TO CUSTOMER SHALL IN NO EVENT EXCEED THE LESSER OF (1) THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES FOR THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO MANAGECAST'S LIABILITY OR (2) \$25,000.

Section 8. Warranties.

8.1 Disclaimer of Warranties. MANAGECAST WILL PROVIDE THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS APPLICABLE TO COMPARABLE PROVIDERS. MANAGECAST MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

Section 9. Suspension.

9.1 Suspension. Managecast may suspend provision of Services to Customer without liability if: (i) Customer falls behind in its payments; (ii) Managecast reasonably believes that the Services are being used (or have been or will be used) by Customer in violation of this Agreement, the Schedule, or any applicable law, court order, rule or regulation in any applicable jurisdiction; (iii) Customer does not cooperate with Managecast's investigation of any suspected violation of this Agreement or any applicable law, court order, rule or regulation in any jurisdiction; (iv) Managecast reasonably believes that Services provided to Customer have been accessed or manipulated by a third party without Customer's consent or in violation of this Agreement; (v) Managecast reasonably believes that suspension of Services is necessary to protect Managecast's network or other Managecast customers; (vi) the continued use of the Services by the Customer may adversely impact the Services or the systems or content of any other Managecast customer; (vii) Managecast reasonably believes that Customer's use of the Services may subject Managecast or its Affiliates to liability; or (viii) suspension is required by law, statute, regulation, rule or court order. Managecast will give Customer reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based. If Managecast suspends Customer's right to access or use any portion or all of the Services:

- a. Customer remains responsible for all fees and charges Customer has incurred through and up to the date of suspension;
- b. Customer remains responsible for any applicable fees and charges for any Services to which Customer has continued to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and
- c. Customer will not be entitled to any credits under the SLA for any period of suspension.

Section 10. General Terms.

10.1 Force Majeure. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to acts of God, war, hostilities, riots, terrorist acts, strikes, labor disputes, authority of laws, acts of government, casualties, earthquakes, fire, or other natural catastrophes, or other causes beyond such party's reasonable control ("Force Majeure Event"). The affected party's performance shall be excused for the period of the Force Majeure Event as long as said party provides the other party with reasonably prompt notice, describing the Force Majeure Event and employs commercially reasonable steps to avoid or remove such causes of nonperformance and promptly continue performance.





10.2 Assignment. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Managecast, which consent will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees.

10.3 Affiliates. "Affiliate" means any legal entity that a party controls, that controls a party, or that is under common control with a party. For purposes of this definition, "control" shall mean beneficial ownership of the securities entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, of the election of the corresponding management authority) in the entity of (i) more than fifty percent (50%) of the securities or (ii) such lesser percentage of securities as is the maximum ownership permitted in the country where the entity exists. Services may be provided to Customer by an Affiliate of Managecast or a third party, but Managecast shall remain responsible to Customer for the delivery and performance of the Services.

10.4 Independent Businesses. Both parties acknowledge that each is an independent entity and is not an agent, partner, joint venture nor employee of the other party. Each party shall only have authority to bind or otherwise obligate the other party if agreed in writing by both parties.

10.5 Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflicts of laws principles. Each of the parties hereby irrevocably submits to the exclusive personal jurisdiction of any federal or state court of competent jurisdiction located in Atlanta, GA, in any action or proceeding relating to this Agreement. In the event Customer shall assert any claim against Managecast for any reason arising out of or related to this Agreement and Managecast shall be the substantially prevailing party thereon, the Court shall award to Managecast all of its costs and expenses incurred therein, including reasonable attorney fees.

10.6 Attorney Fees. In the event Managecast determines it necessary to undertake any collection activity or to hire attorneys to collect any amounts outstanding under a Schedule, Customer agrees to pay all of Managecast's costs of collection, including all reasonable attorney fees and costs.

10.7 Amendment. This Agreement, including any executed Schedules and the SLA, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Services. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party or by email communication between the parties. The express terms of a Schedule shall take precedence and control over any conflicting terms which may be contained in this Agreement. No failure by either party to enforce any rights hereunder shall constitute a waiver of such rights.

10.8 Severability. If any term or provision of this Agreement is held to be unenforceable, the validity of the remaining terms and provisions of the Agreement shall not be affected or invalidated thereby, and the term or provision determined to be unenforceable shall be reformed by the Court so determining to give it as much of its original meaning and intent as possible while being enforceable and valid.

10.9 Survival. All provisions that are by their nature intended to survive expiration or termination of this Agreement shall survive expiration or termination thereof.

10.10 Corporate Authorization. Each individual executing this Agreement on behalf of Managecast and Customer represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company in accordance with a duly adopted resolution and that this Agreement is binding upon both companies.



10.11 Notices. Notices shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail or sent by U.S. Postal Service or First Class International Post, addressed as follows:

If to Managecast:  
1095 Nimitzview Dr.  
Suite 100  
Cincinnati, OH 45230

If to Customer:  
201 North Wall Street  
Calhoun, GA 30703



## Schedule A - Cloud Connect Services

This Cloud Connect Services Agreement ("Agreement") is entered into by and between Managecast Technologies, Inc. herein after referred to as "Managecast" with offices located at 1095 Nimitzview Drive, Suite 100, Cincinnati, OH 45230, and Gordon County herein after referred to as "Customer" having a physical address of 201 North Wall Street, Calhoun, GA 30703. The Master Services Agreement, which describes general terms and conditions between Managecast and Customer, the Managecast Service Level Agreement for Cloud Services ("SLA") together constitute the complete contract and understanding between Managecast and Customer. The SLA may be on Managecast's main website (<https://www.managecast.com/service-level-agreement>). Managecast will provide written notification that the terms of the SLA modified, within thirty (30) days of such modification.

1. **SERVICES.** Subject to the terms and conditions of this Agreement, Managecast shall provide Customer with offsite data storage services (the "Cloud Connect Services") as described in Exhibit A during the term of this Agreement.
2. **FEE.** The monthly fee during the Term to be invoiced by Managecast to Customer commencing on the Effective Date is the amounts listed under included quote. The first thirty days of the Term constitute a trial period, during which Customer may opt out of this Agreement. Should Customer choose to opt out during the first thirty days, Managecast will credit the first month's invoice and Customer has no further payment obligation.

Customer may increase its storage capacity at the rates listed under pricing section.

**3. CUSTOMER RESPONSIBILITIES.** Customer acknowledges that Managecast's provision of the Cloud Connect Services does not include the requirement or option to purchase the hardware or software utilized in connection with the Cloud Connect Services, during or after termination of this Agreement, unless otherwise provided in a separate schedule. Customer will report any errors that it becomes aware of in executing such backups promptly by phone or email to Managecast. Customer acknowledges that it is responsible for providing sufficient Internet upload bandwidth to ensure the timely and successful transfer of backup data using the Veeam Backup and Replication software from Customer's site to Managecast's offsite data center in the Immedion or Cologix data center and that Customer may need to purchase additional bandwidth, depending on the growth of Customer's data and other factors that may influence the size of the backup image files. Furthermore, by not providing sufficient upload bandwidth and/or reliable internet connectivity, Customer acknowledges that it may not be able to recover data from the copies of its backup image files residing at Managecast's offsite data center. Customer further agrees to implement reasonable security and environmental precautions to ensure a high level of system availability for data protection and recovery. Customer is required to maintain an environment that is free from network or physical failures including power loss, network hardware (server, switch, routers, and firewall) failures as all of these issues will affect the quality and integrity of the backup data. In the event that any of the above occurs, Customer is required to notify Managecast so that appropriate measures may be taken. In addition, Customer is also required to let Managecast know if applications or operating systems on the replicated servers are being materially changed as such changes may impact the quality and integrity of the backup data.

Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Cloud Connect Services; (b) merge the Cloud Connect Services with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the Cloud Connect Services to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Veeam software; (e) use the Cloud Connect Services to process data or provide any service bureau activity



for any third party; or (f) otherwise use or copy the Cloud Connect Services unless expressly allowed under this Agreement.

**4. TERM.** This Agreement shall have an initial term of thirty-six months (36) (the "Term"), commencing upon the notification and delivery of service, which is the date when the service(s) are provided to the customer and billing will commence (the "Effective Date"). The first thirty days of the Term constitute an Agreement opt-out period, as described in Section 2. After expiration of the Term, this Agreement shall automatically renew for 12 months, at the same monthly fee set forth in attached quote, until such time as either party notifies the other of its intention not to renew at least ninety (90) days prior to the renewal date or unless terminated pursuant to this section.

**5. DATA MIGRATION/INSTALLATION CHARGE.** Unless otherwise waived by Managecast herein, Customer agrees to pay a one-time data migration/installation set forth in Quote #09242020 relating to initialization of the Cloud Connect Services. Managecast will invoice Customer once data migration/installation is complete.

**6. EFFECTS OF TERMINATION.** Upon termination or expiration of this Agreement for any reason, all rights granted in this Agreement will immediately cease to exist, any Customer backup images residing at Managecast's offsite data center(s) will be destroyed, and Customer must promptly discontinue all use of the Cloud Connect Services, and any Managecast provided Veeam software; erase all copies of any Managecast-provided Veeam software from Customer's systems. Managecast will provide Customer with a copy of the backup images that exist at the time of termination or expiration of this Agreement in the Managecast data center(s), provided that Customer makes available an external, portable storage device with sufficient free storage space, or separately purchases a storage device from Managecast. The fee for providing a backup image is \$250 per terabyte of data copied, with a \$250 minimum charge, in addition to any shipping charges.

**7. EXCLUDED SERVICES.** Any additional professional or technical services requested by Customer, including, but not limited to bare metal recovery of server image back to hardware, or any additional disaster recovery assistance not covered in the Cloud Connect Services shall be invoiced by Managecast to Customer on a time and materials basis at Managecast's standard professional services rates then in effect.

**8. DISASTER RECOVERY.** At no time shall a disaster constitute a reason for terminating this Agreement. Customer acknowledges that many factors contribute to an ability to successfully recover data from any backup system and further agrees that Managecast cannot guarantee the recovery of any data backed up by Veeam Backup and Replication and that any assistance provided by Managecast in recovering data is provided on a best-effort basis. In some cases, the original Customer data may already be corrupted and Managecast cannot take ownership as to the quality or state of the recovered data. Customer's covered servers will be categorized in accordance with the degree to which each server is critical to Customer's business.

**9. VEEAM BACKUP AND RECOVERY LICENSE.** As part of the provisioning of the Cloud Connect Services, Veeam Backup and Recovery must be installed on Customer's systems. Subject to the term and conditions of this Agreement, Managecast can provide the Customer a limited, non-exclusive, nontransferable license, without the right to sublicense, to install and execute on their system solely in connection with Managecast's provision of the Cloud Connect Services. All rights not specifically granted to Customer herein are expressly reserved by Managecast.

**10. CORPORATE AUTHORIZATION.** Each individual executing this Agreement on behalf of Managecast and Customer represents and warrants that s/he is duly authorized to execute and



deliver this Agreement on behalf of said company in accordance with a duly adopted resolution and that this Agreement is binding upon both companies.

## Exhibit A - Description of Services

### Service Overview

Managecast will provision storage for the Customer to assign as an off-site repository in their Veeam console and provide credentials for Customer to connect. A setup fee for this service will apply. If data is encrypted by Customer, Customer must be able to provide an encryption key in order that VMs may be recovered.

### Security

With Cloud Connect, all data is stored at Managecast's highly secure, SOC 2 Type I-, HIPAA-, and PCI-compliant offsite data center(s). All data is fully encrypted during offsite replication using SSL (Secure Socket Layer) 3.0, and Customer itself can additionally encrypt the data before it leaves Customer's network perimeter.

### WAN Acceleration

Data transmission can easily be configured to minimize Internet bandwidth consumption using WAN Acceleration available with the Enterprise Plus version of Veeam. Built-in WAN Acceleration, with global caching, variable block length data fingerprinting, traffic compression and multi-thread TCP/IP protocol optimizations reduces bandwidth requirements by at least an order of magnitude, while Backup Copy jobs eliminate the need for additional backup jobs, copy scripts and capabilities like storage-based replication. There are no VM- or host-based agents to install, no special network setup required, and no general-purpose WAN accelerator appliance to purchase and deploy specifically for copying Customer's VM backups offsite.

### High Availability Data Center

Veeam Cloud Connect storage is hosted in Managecast's highly secure data center(s), with the following features:

- Connectivity provided by multiple providers with automatic failover capabilities.
- Facilities power is supplemented with both battery backup and generator capabilities.
- Full physical security including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons.
- Fire suppression and environmental controls provided.

### Remote Storage and Base Remote Backup Image Creation

With Veeam Cloud Connect, Customer's data is stored in Managecast's highly secure data center. The initial backup can be sent via a portable drive to the primary remote storage facility, with an approximate 1-week turnaround time to seed the initial backup offsite. Customer should be aware of the integrity of their files and applications. Veeam replicates all data that is identified for back up and if that data is corrupt, the corrupted data will be replicated as well. Managecast cannot verify the integrity of the data and will only be able to provide that data which is replicated.



## Acceptance

On behalf of Gordon County:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

On behalf of Managecast:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature