RESOLUTION NO. 13-1

WHEREAS, Sangamon County Information Systems is proposing modernization of our backup and disaster recovery processes;

WHEREAS, our Microsoft systems provide many critical services for the County, including email and other County business systems;

THEREFORE, the Sangamon County Information Systems Department is requesting approval of a contract for a modernized backup and disaster recovery system for our Microsoft systems;

NOW, THEREFORE, BE IT RESOLVED, that the Members of the Board of Sangamon County, Illinois, in session this 12th day of November, 2019, hereby approve a three-year contract with Sentinel Technologies, Inc. to modernize our backup and disaster recovery system for our Microsoft systems at a cost of $2,000 installation, and $1,226 per month. Total three year contract cost equals $46,136.

Building & Grounds Committee

FILED

OCT 29 2019

Sangamon County Clerk

RECEIVED

2660

OCT 23 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

13-2

Sangamon County Purchase Order FY2019

Purchase Orders are required for all Informal Quotes (>$3,500) and Formal Solicitations (>$30,000)

Department Information

PO Number: __2019-028__ (Manually Assigned by Department)

Department: __Information Systems Dept__   Employee Contact: __Wayne Rovey__

Department Head Signature: _Wayne Rovey_ Date: __10/10/19__

Purchase Order Type (Regular, Exception or Emergency)

Type: *Regular* ☑ (3 Quotes or RFP Documentation Required)

Legal Review Date: __Sept, 2019__ (>$30,000 or Exception – see below)

Exception ☐ (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract ☐   Sole Source ☐   Professional Services ☐

Not Suitable for Quotes/RFP Other ☐

Emergency ☐ County Administrator Signature: _____

- Will be reported at the next Oversight and/or County Board Meeting   Date: _____
- Provide detailed explanation in Purchase Description/Narrative Section

Purchase Request Information

Vendor: __Sentinel__   Quantity: _____ Price Per Unit: _____

Total Price: __$46,136__   G/L: __001.010.510.000 & Network Project__

Purchase Description/Narrative:

This is three year contract for disaster recovery services for the Microsoft servers. There is an installation cost of $2,000 with a monthly cost of $1,226.

Auditor's Office   (PO request documents need to be to the **Auditor's Office 5 business days prior** to the oversight committee meeting)

Date Received: _____   Date Review Completed: _____

Auditor's Office Signature: _____

County Board

Meeting Date

Approved by Oversight Committee: __10/23/19__   Signature _Jason Katt_

Approved by County Board (if applicable): _____

(County Board Resolution Required for All POs >$30,000)

RECEIVED
2660
OCT 2 3 2019

5/1/19

Andy Goleman
SANGAMON COUNTY AUDITOR

SENTINEL

<u>MASTER SERVICES AGREEMENT</u>

This Agreement is made by and between Sentinel Technologies, Inc. ("Contractor"), with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Sangamon County ("Customer"), with principal offices at 200 S. 9th, Springfield, IL 62701. Contractor and Customer are collectively referred to as the "Parties."

Effective Date   12/01/2019   Agreement No. 002r3-JS-m-JR

In consideration of the mutual promises described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>PURPOSE OF THIS AGREEMENT</u>

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of equipment and/or professional services. Specific projects will be detailed in a Project Scope document (Appendix A), and a Project Schedule and Billing document (Appendix B) (collectively referred to as the "Services"). New Appendices A and B will be executed for each subsequent project between the Parties. The existence of this Agreement relieves the Parties from having to renegotiate standard terms and conditions each time the Parties desire to do additional projects. In the event of a conflict between the provisions of any Appendices A and B and the provisions of this Agreement, the provisions contained in Appendices A and B will prevail.

2. <u>CONFIDENTIAL INFORMATION</u>

"Confidential Information" means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, business plan, marketing, sales, operating, performance, cost, pricing and/or pricing strategies, know-how, business and process information, computer programming techniques, software, micro-code, firmware and all record-bearing media containing or disclosing such information and techniques, which is disclosed by one party to this Agreement ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement. Any information received orally will be treated as confidential only if the Disclosing Party notifies the Receiving Party that the information is confidential or would be of such character that a reasonable person would believe it to be confidential in nature. Notwithstanding the foregoing, Confidential Information will not include information that is (a) developed independently by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (b) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving Party; (c) in the public domain when received or thereafter enters the public domain through no fault of the Receiving Party; (d) provided by the Disclosing Party without restriction; or (e) disclosed by the Receiving Party pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided that the Receiving Party has notified the Disclosing Party in order to permit the taking of appropriate protective measures.

The Parties agree to use such Confidential Information of the Disclosing Party only as it relates to the performance of the obligations under this Agreement and to hold each other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party will use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.

Nothing in this agreement prevents Sangamon County from disclosing public records as required by the Illinois Freedom of Information Act or other law.

SENTINEL

3. TERM AND TERMINATION

a. The Term of this Agreement, unless terminated as provided herein, is coextensive with the term of any purchase order executed pursuant to this Agreement.

b. After providing Contractor with written notice of defective service and, providing Contractor has failed to cure such defective service within thirty (30) days of receipt of such written notice, Customer may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, Customer shall pay Contractor for the portion of the Project Schedule(s) performed through the date of termination. Contractor shall cease to perform Services under this Agreement on the date of termination.

c. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

4. EMPLOYEES

a. To the extent allowed by Illinois law, for a period of one (1) year following the last active engagement between the Parties under this Agreement, each party agrees not to knowingly solicit for hire, or hire, directly or indirectly, any employee of the other party having any direct involvement with this Agreement, without the written consent of the other party. If this provision is violated, the affected party reserves the right to charge, and the violating party agrees to pay, an amount equal to one year of the employee's current salary.

b. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel.

5. INDEMNIFICATION

Contractor and Customer shall indemnify and hold the other harmless (including their respective officers, directors, agents, employees and subcontractors) against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged, or recoverable by reason of any Claim arising out of or relating to any act of error or omission, or misconduct of the indemnifying party, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement.

6. WARRANTY

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing in Illinois at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this Agreement and Contractor makes no warranties whatsoever with regard to said Product.

SENTINEL

7. LIMITATION OF REMEDIES

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND, SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's willful acts or negligence.

8. GENERAL PROVISIONS

a. Sub-Contracting. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s) shall possess the technical qualifications to perform service and is approved in advance by the Customer.

b. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

c. Assignment. A party may not assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the other party.

d. Waiver or Delay. A waiver of any default, hereunder shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.

e. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, (d) sent by e-mail to a designated recipient with return receipt and acknowledgment or (e) three (3) days after having been sent, postage pre-paid, by first class or certified mail.

    For Customer, Name and Address: c/o Sangamon County
                                                           200 S. 9th
                                                           Springfield, IL 62701

    For Contractor, Name and Address: Sentinel Technologies, Inc.
                                                           2550 Warrenville Road
                                                            Downers Grove, IL 60515

f. Dispute Resolution. In the event of a material dispute between the Parties that is not resolved in the normal course of business, either party may initiate a dispute resolution process by notifying the other party in writing pursuant to the Notices provision, paragraph 8.e. herein. Within ten (10) days from the date of receipt of that notice, the matter will be submitted to senior executives of the Parties authorized to settle the same. In the event this process fails, the Parties agree that Illinois shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this Agreement. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules.

SENTINEL

g. <u>Entire Agreement; Modification</u>. This Agreement including its Exhibits, is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement, including its Exhibits, may not be varied, modified, altered, or amended except in writing signed by the Parties

9. RIGHTS OF MATERIALS

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.

10. POSSESSION AFTER TERMINATION OF AGREEMENT

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the Parties hereto have signed this Agreement as of the date signed below.

CUSTOMER: CONTRACTOR:
Sangamon County   Sentinel Technologies, Inc.

Signature:_____   Signature:_____

Printed Name:_____   Printed Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

SENTINEL

APPENDIX A

Customer Name: _____Sangamon County_____

Street Address: _____200 S. 9th_____

City, State, Zip: _____Springfield, IL 62701_____

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Sangamon County (Customer) with principal offices at 200 S. 9th, Springfield, IL 62701 is hereby amended to include the following:

Commencement Date _____ Agreement No. _____ Addendum No. 005r1-JS_____

Contractor will assist Sangamon County with requested, hourly and daily rate-based Services in accordance with the terms and provisions below, the Master Services Agreement, and Appendix B.

1. **CONFLICTING TERMS:** In the event of a conflict between the provisions of Appendix A and B and the provisions of the Master Services Agreement, the provisions contained in Appendix A and B will prevail.

2. **SERVICES PROVIDED:** Services performed herein are provided on a best effort basis. Notwithstanding the foregoing, Contractor warrants that all personnel employed on the work shall, for the Services they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry standards.

3. **CUSTOMER OBLIGATION:** Customer agrees to comply with all requests of the Contractor commercially and reasonably required in order to provide the Services.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

CUSTOMER:
  Sangamon County

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CONTRACTOR:
  Sentinel Technologies, Inc.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

SENTINEL

APPENDIX B

Customer Name:	Sangamon County
Street Address:	200 S. 9th
City, State, Zip:	Springfield, IL 62701

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Sangamon County (Customer) with principal offices at 200 S. 9th, Springfield, IL 62701 is hereby amended to include the following:

Commencement Date	Agreement No.	Addendum No. 005r1-JS

Customer agrees to pay Contractor for Services in accordance with the following:

Hourly Rates & Terms

Hourly Services Rates:
- $185.00 per hour for all Support Services performed during Normal Business Hours.
- $275.00 per hour for all Support Services performed After Hours or on Saturdays.
- $370.00 per hour for all Support Services performed on Sundays or on Holidays.

Hourly Services Rates Terms:
- "Normal Business Hours" are between 8:30 a.m. and 5:00 p.m., Monday through Friday.
- "After Hours" are after 5:00 p.m. and before 8:30 a.m., Monday through Friday.
- "Holidays" shall include New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.
- The Rates quoted above are based on requests for ad-hoc, emergency, or unplanned services. The timing of the provision of Hourly Services is solely based on Contractor's availability at the time the request is placed.
- Unless specifically noted, all travel time and expenses are included within the Hourly Services Rates. Out-of-town travel is not included, and all associated travel and expenses will be billed at actual cost. Local travel outside of primary service area (60 mile radius of nearest Sentinel location) will be billed at the applicable Daily Rate.
- The provision of Services not requiring travel to site will carry a one (1) hour minimum charge.
- The provision of Services requiring travel to site will carry a four (4) hour minimum charge.
- Unless otherwise agreed upon by the Parties, the Service Rates shall be fixed for ninety (90) days from the date of contract execution, after which point such rates will be subject to change through a new Agreement between the Parties.

SENTINEL

Payment Terms:

Net thirty (30) days from invoicing.

Note: Invoicing will be completed on a bi-weekly basis.

This quote is valid until 12 / 01 / 2019.

CUSTOMER:
  Sangamon County

CONTRACTOR:
  Sentinel Technologies, Inc.

Signature_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

P.O. #:_____

APPENDIX A
(CS002r2-JS-m-JeR)

Customer Name:	Sangamon County
Street Address:	200 S. 9th
City, State, Zip:	Springfield, IL 62701

The Master Services Agreement (MSA) entered by and between Sentinel Technologies, Inc., ("Sentinel" or "Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Sangamon County ("Customer") with principal offices at 200 S. 9th, Springfield, IL 62701 is hereby appended to include the following:

I. Provision of Services

The Parties acknowledge that this Appendix A and B (collectively referred to as "Cloud Agreement" or "Agreement") includes certain service alternatives available to the Customer. Not every alternative will be included as part of the final solution agreed upon by the Parties. Instead, Appendix B shall delineate all included service alternatives.

II. CloudSelect® Infrastructure as a Service (IaaS)

A. Services Included
The following services (checked boxes only) are included as part of this CloudSelect® IaaS Agreement between the Parties:

1. Private Virtual Data Center (PVDC) Services
☒ PVDC – Silver

III. CloudSelect® IaaS Definitions

A. General Definitions
1. **Co-Location** – For this Agreement, CloudSelect® service for locating customer equipment within the same or connected data center to CloudSelect® services. A co-location ("colo") is a data center facility in which a business can rent space for servers and other computing hardware. Typically, a colo provides the building, cooling, power, bandwidth and physical security while the customer provides servers and storage. Often within CloudSelect® this is referred to as space, power and cooling for a customer-owned asset or dedicated equipment to be located and covered under contract.

2. **Global System Services** – Those services that are system wide and impact all elements. Examples would include major system upgrades where all components require updates and/or matching release versions.

3. **Guest or VM** – A virtual computer running under a hypervisor.

4. **HANS™** – HANS™ is the trade name for Contractor's hardware support services. HANS™ is contracted separately from the CloudSelect® agreement and is not required but is highly recommended on any and all customer premise devices or devices co-located but owned by the tenant within CloudSelect®.

5. **Host** – The physical server running a hypervisor or operating system within CloudSelect®

6. **Hypervisor Layer or Virtual Machine Monitor (VMM)** – A piece of computer software, firmware or hardware that creates and runs virtual machines. A computer on which a hypervisor is running one or more virtual machines is defined as a host machine. Each virtual machine is called a guest machine.

7. **IaaS (Infrastructure as a Service)** – A cloud computing model which refers to infrastructure delivered from CloudSelect® services.

8. **Moves, Adds and Changes (MACs)** – Routine administrative tasks for users, phones, trunks or other connections to managed infrastructure or user services.

9. **Service Level Agreements (SLAs)** – The binding service levels agreed for delivery of the CloudSelect® contracted offerings. In general, SLAs refer to the contracted level at which there could be financial ramifications for non-performance. Exceptions and reductions are noted when a tenant opts for a reduced level of redundancy, usually in order to receive a reduced monthly cost for a service.

10. **SLA Exclusions** – Specific items that are not included in the SLAs. These may be managed and monitored elements but are usually items outside of Contractor's direct control, such as an act of nature or other impact that is beyond the agreed to service delivery.

11. **Service Level Targets (SLTs)** – Non-binding minimum standard targets. SLTs do not create a contractual obligation but are referenced and used to lead to final SLAs (see definition above). Exceptions and reductions are noted when a tenant opts for a reduced level of redundancy, usually in order to receive a reduced monthly cost for a service.

B. **Virtual Computing Processing Definitions:**
1. **Physical and Virtual Processors** – A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

2. **Physical Core** – A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

3. **Hardware Thread** – A hardware thread is either a physical core or a hyper-thread in a physical processor.

4. **Virtual Core** – A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

5. **Core Factor** – The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

IV. CloudSelect® IaaS and Managed Services Inclusions

A. CloudSelect® Internet VPN Services (site to site)

☒ **Included**

If included within the Contracted Services, Contractor will provide site to site VPN services. This will be to the Customer private tenant space (assuming a PVDC design, as discussed below), via a tunnel to either Customer provided equipment (subject to Contractor review and recommended under a managed services agreement with Contractor) or preferably to a Contractor-provided VPN termination device.

Contractor will configure the VPN service from the Customer tenant router to Customer premise. Contractor will utilize existing Customer router. Customer tenant routers are specific to the performance of the VPN service link and will include a Customer tenant virtual machine. Site-to-site VPN services using the PVDC design include the following capabilities:
   ☒ Route based VPN (static)

CloudSelect® Internet VPN Service DOES NOT provide users Internet access. This is specifically an allocation of CloudSelect® redundant internet services for Customer over VPN tunnel.

B. Private Virtual Data Center (PVDC) Services

☒ **Included**

Contractor's PVDC services are a Cisco Powered IaaS offering which provide for each tenant to contract for its own virtual data center space in CloudSelect® data centers. Network segmentation is used to provide customers their own "containers" within the multi-tenant CloudSelect® enterprise data centers. Multiple levels of PVDC are available as well as various options that can be added to any PVDC level. Each tenant is provisioned custom to the requirements and overall contract commitments. If the Customer has contracted for any level of PVDC, the closest appropriate option should be selected as well as any applicable optional items in the later section.
   ☒ PVDC – Silver
- (4) public IP address contracted
- (2) VLANs Included
- VLAN routing via contracted Cisco CSR
- Simple access control list/basic Cisco IOS included firewall services on Cisco CSR available (up to 2 hours of included time with additional time via ticket at T&M rates)
- Contractor managed and monitored shared Internet bandwidth per the Contractor Internet contracted capacity included and any usage charges appropriate
- Redundant Internet service at 25% guaranteed "normal" performance (upgrade options available for redundancy)
- Infrastructure security zone – owned and managed by CloudSelect® operational team
  - (100MB) capacity Cisco CSR (cloud services router) for the term of the Agreement and appropriate sized VM for same
- Managed services and monitoring of Cisco CSR
- (1) VPN tunnel to customer provided Cisco CSR compatible device
- Please note any additional items included within the contract:
  No additional items

V. CloudSelect® Backup as a Service (BaaS)

A. Sentinel CloudSelect® BaaS Delivery Options

1. Contractor's BaaS is delivered across multiple network mediums:

   ☒ Delivered over an Internet VPN connection. Contractor is responsible for providing a device on Customer premise for connection back to the CloudSelect® network, as well as all networking devices in the CloudSelect® environment.

2. The bandwidth is estimated based on values provided during the due diligence process for change rate and total size. If actual change rate or size varies, the bandwidth requirements will change. Additional required bandwidth will be the responsibility of the Customer to obtain. Internet bandwidth from CloudSelect® is mostly available on demand through an incident ticket and is invoiced monthly. Additional private connection bandwidth and/or bandwidth at the Customer premise will be the responsibility of the Customer. In all cases, Customer has assumed the connections are reliable with very minimal packet loss, discards or other errors. Latency is assumed to be 20ms or less and additional latency could introduce additional time for backup and/or replication completion. Any Customer-provided connection is outside of the scope or SLA or remediation unless accompanied by a Managed Services contract for same (this is highly recommended). Any and all bandwidth quoted assumes that amount of bandwidth will be available throughout the entire backup window for backup services. Shared circuits unable to meet the minimum requirements will result in additional backup time completion. In addition, backups will saturate links that are insufficient for the backup window and or the backup window may extend and could extend into production business hours and cause performance or availability issues of other systems. Additional bandwidth may also require a larger premise router and/or cloud services router in the Customer tenant space. Actual costs for these will be noted with the additional monthly charge for bandwidth.

B. Contractor Responsibilities

1. Contractor's proposed backup solution consists of the following options for on-site installed components:

   ☒ vAppliance for disk-to-disk backup. vAppliance will be installed on Customer infrastructure;

2. Cloud Backup storage capacity is measured using RAW storage as noted in Appendix B.

3. Contractor will supply agents for backup of devices and installation of these agents, as applicable, based on the CloudSelect® product being delivered. See Appendix B for included quantity of agents.

4. Contractor will configure and supply all materials in the Cloud environment. This includes server, storage, and network resources required to meet the needs of the contracted values set forth in Appendix B.

5. Contractor will install the vAppliance on Customer premise (if this option is selected and included in Appendix B).

6. Where contracted, Contractor will perform onboarding of Managed Backup Hardware and Provisioning of Cloud Resources.

7. Full level backups are performed during the initial seeding of data. If initial seeding of data is online, it will occur at a time mutually agreed upon between Contractor and the Customer. If initial seeding of data is via a physical mobile device, Contractor will come onsite with a NAS, back up data and transfer to the CloudSelect infrastructure. Incremental backups are performed nightly on each server thereafter.

8. Unless otherwise contracted, Contractor shall (i) retain all backups for seven (7) days. Note: retention space has been estimated using the available reporting and/or details provided in the due diligence process. Additional retention space is available on demand and will be increased as needed monthly using current Sentinel CloudSelect® storage rates. By default and unless otherwise noted, backup data is stored to the CloudSelect® archive tier which includes DRonDemand and Recovery Assist. DRaaS by default is replicated to CloudSelect® production storage tier.

9. 24x7 NOC monitoring of Sentinel CloudSelect® infrastructure (includes vAppliance and CAN if installed).

10. 24x7 NOC monitoring of Customer and/or Contractor-provided internet connected router or firewall, or customer provided connections. Note: Contractor assumes any Customer-provided router or firewall will perform all routing, security or other services in a non-blocking manner at or beyond the minimum bandwidth speeds required.

11. 24x7 NOC monitoring and remediation of backup jobs. Any failed backup job will have the Customer option of being re-performed immediately or being performed again at the next scheduled interval. Failed backup jobs will not be considered an Event as defined elsewhere within this contract, but will have a customer ticket entered as an Incident and tracked within the Contractor's ticketing system.

12. Verify initial data seeding is successful.

13. Verify backup data replication process.

14. Patching and Preventative Maintenance of Sentinel Managed Backup infrastructure. This includes vAppliance, Sentinel CAN and Sentinel CloudSelect® infrastructure.

15. Quarterly File or Folder restoration on 1 (one) file on 1 (one) server.

C. Customer Responsibilities

1. LAN and WAN connectivity from the Customer location and equipment. This includes bandwidth required and defined in the Appendix B, for each service.

2. Provide Contractor remote access to Customer devices documented in this statement of work.

3. Site cabling, power, and access.

4. File level restores can be performed by the Customer via the Contractor Managed Backup Portal. Optionally, these can be performed by opening a ticket with the Contractor's call center.

5. Software and Licensing outside the scope of this Cloud Agreement. Any special requirements related to any type of compliance or audit requirements unless noted specifically within this contract. Any services provided for any compliance or audit requirements for the Customer will be invoiced at actual time using the current year time and materials rates.

6. If minimum bandwidth requirements are not accurate or are reduced by Customer subsequent to execution of this Appendix A, the potential exists that the solution will not work. In such event, Sentinel can, at its sole discretion, cancel the contract and impose a 2-month service fee from the date of cancellation, in addition to the remedies set forth elsewhere herein.

VI. Service Level Agreements (SLAs)

A. General SLAs

The following identifies the various levels of SLAs to apply for any CloudSelect® delivered aaS offering.

Ticketing – Change & Incident	Data Retention			
		CloudSelect® APPaaS	*Customer Managed App BYoAPP	99.8 %
		CloudSelect® OS	*Customer Managed OS BYoOS	99.95 %
		Hypervisor VMWare / Hypervisor Hyper-V / Hypervisor KVM		99.99 %
		CloudSelect® Compute, Network/Fabric, Storage		99.995 %
		Facilities Includes Power, Humidity, HVAC		99.999 %

*Excluded from Service Level Targets

B. SLA Measurement Methodology

Sentinel CloudSelect® services are measured as set forth below:

- "Planned or Scheduled Maintenance" is defined as an outage from a planned and communicated event in which Sentinel will notify the customer via email no less than 5 business days prior to the event.

- "Event" is a material disruption or material unavailability of service, not meeting the committed SLAs. All events must be reported to Sentinel, and an event report will be completed and signed by Sentinel's CloudSelect® management team and brought to the attention of the executive board during the next scheduled weekly meeting and service delivery review.

- "Monthly Availability" is calculated by subtracting from 100% the percentage of minutes during the month in which the CloudSelect® service was unavailable due to an unplanned outage and due to factors within Sentinel's control. This availability excludes downtime resulting directly or indirectly from any Sentinel CloudSelect® SLA exclusions.

- "Regional Unavailability" is defined as a disruption of service that is distributed over multiple sites for regional redundancy purposes.

- "Unavailable" or "Unavailability" is defined as when all CloudSelect® central services are unavailable from any form of connectivity included within the final solution design and access to the share or private virtual data center instance and not resulting from any SLA exclusions. This excludes scheduled, agreed to, and announced maintenance windows.

- "Credit" is defined as the calculated monthly amount to be put on credit for additional Sentinel services in the future as a result of a missed SLA within this Cloud Agreement. Credits are calculated on the actual monthly amount that would have otherwise been invoiced, specific only to the service disrupted within the defined event.

- "Manual Ticket" is defined as a ticket placed by calling into the Sentinel Customer Service Center or using Sentinel's Get Service Now Web Portal.

  o Minor Outage – Incident which is not SLA impacting, response times listed below based on the priority set upon opening ticket.

Ticket Severity	Notification Time	Response Time	Mean Time to Repair(Based on Monthly Tickets)
Severity 1	15 Minutes	1 Hour	8 Hours
Severity 2	15 Minutes	2 Hours	Next Business Day
Severity 3	48 Hours	48 Hours	Two Business Days

  o Change Request – Request to add/remove items (e.g. user, job, server creation).

Change Severity	Notification Time	Implementation Time
Emergency	30 Minutes	2 Hours
Urgent	1 Hour	8 Hours
Planned	48 Hours	Will be implemented within 2 business days if needed. Otherwise, the change will be scheduled during the weekly maintenance window or an alternate, agreed upon maintenance window approved by the Customer.

C. SLA Financial Commitment

Sentinel CloudSelect® services not meeting the applicable SLAs require a written request from the Customer for financial remediation, which will include an incident report and review by the Sentinel executive board. Once agreed upon mutually by the parties, the following credits will be applied on account for additional Sentinel services (excluding equipment, licensing, or other purchase). This written request must come within 30 days of the reported SLA miss:

Any event, confirmed via the Sentinel NOC which is the system of record, will be compensated as follows:

Below Agreed SLA	Credit Allowance for Outage Longer than Target
0%-2.5%	5% of monthly fee of specific service for affected devices
<2.5%-5%	10% of monthly fee of specific service for affected devices
<5% to 10%	20% of monthly fee of specific service for affected devices
>10%	30% of monthly fee of specific service for affected devices

D. General SLA Exclusions

This Service Level Agreement applies to unplanned outages of the CloudSelect® Storage Network in standard operating conditions. Exclusions include, but are not limited to, the following:

- Planned service outages

- Any availability or outage impact related to Customer-side security breaches or compromised service credentials

- Errors associated with improper use of the system (credentials, call sequence, method formats, etc.)

- Any external factor affecting Customer from making use of Sentinel services

- Any physical or logical disruption occurring in the Customer environment.

- All SLA exclusions identified in connection with individual service offerings noted elsewhere within this Agreement.

VII. Standard Terms & Conditions

Please review and refer to the Termination, Limitation of Liabilities, Indemnifications, Warranties, Confidentiality, Export Control, Force Majeure, Governing Law & Jurisdiction, Termination Fees, and Internet Acceptable Use Policy Provisions located at http://www.sentinel.com/Products/CloudStandardTerms, which are incorporated by reference herein as fully set forth.

CUSTOMER:
  Sangamon County

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Confidential Information Property of Sentinel Technologies, Inc.

APPENDIX B
(CS002r2-JS-m-JeR)

Customer Name:	Sangamon County
Street Address:	200 S. 9th
City, State, Zip:	Springfield, IL 62701

The Master Services Agreement (MSA) entered by and between Sentinel Technologies, Inc., ("Sentinel" or "Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Sangamon County ("Customer") with principal offices at 200 S. 9th, Springfield, IL 62701 is hereby appended to include the following:

VIII.   PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule and the Initial Contract Term of 36 months:

The Initial Contract term shall commence on the date the Cloud Service is fully functional for the Customer's use. For the purposes of this Agreement, the respective Cloud offering(s) selected by Customer herein will be considered fully functional when the following occur(s):

- BaaS - First successfully completed backup job to Sentinel Cloud.

Backup as a Service 36 Month Discount Commitment		
IaaS and BaaS	**MRC**	**NRC**
Connectivity - 100Mbit Dedicated Bandwidth (can be scaled on demand) - Unlimited up/down data transfer - VPN connectivity to CloudSelect® - Private Virtual Data Center instance - FULLY MANAGED	$ 624.34	$ 1,000.00
Backup as a Service - Backup of data for 50 servers (per RVtools) located on-prem to CloudSelect® - Assumes 7 day retention - Estimated minimum cost based on existing data capacity - Costs are expected to change based on actual data retained after data reduction - CUSTOMER MANAGED	$ 602.29	$ 1,000.00

Backup as a Service 36 Month Discount Commitment				
IaaS and BaaS		**MRC**		**NRC**
Per-Use Service Fees - These fees are only charged upon formal declaration of a disaster or DR test - These fees are NOT included in the TOTAL PRICE below		**MRC**		**NRC**
DR Declaration - Disaster is declared and failover begins; T&M rates will apply			$	1,500.00
DR Weekly Fee - Charged for each week in DR mode (billed monthly)	$	2,926.28		
DR Test Request - Periodic on request (up to 2 virtual servers under 50GB) plus			$	750.00
Estimated services for full DR failover and failback - Please see attached Sentinel T&M rate card				TBD
Any and all RTOs and RPOs are not covered under SLA for these services.				
		MRC		**NRC**
MINIMUM COMMITMENT PRICE BASED ON DESIGN	$	**1,226.63**	$	**2,000.00**

Quote is valid for 30 days from date of submittal

Certain geographies have imposed taxes on cloud services consumption. Tax requirements will be determined at the time of sale and applicable taxes will be added to the actual cloud invoices.

Definitions & Assumptions:

 MRC - monthly recurring minimum commitment charge - metered use at contracted rates beyond minimum use commitment
 ARC - annual recurring minimum commitment charge - subject to change based on any vendor license adjustments annually
 NRC - non-recurring one time charge
 All contracts assume 36 month commitment unless otherwise noted
 All pricing valid for 30 days

IaaS - Facilities & Network

Sentinel CloudSelect® Infrastructure as a Service Summary		
Monthly Recurring Provisioned Minimum Commit (MRC)	$	624.34
Provisioning Non Recurring (NRC)	$	1,000.00

CloudSelect® Private Virtual Data Centers & Connectivity		
Dedicated Internet - Unlimited Transfer - No Burst with CSR	CS1	100M
Private Virtual Data Center #1 - Cisco CSR Security Edition - For AppX or AX editions email CloudApproval for custom pricing	CS1	100Mb

Backup as a Service

Sentinel CloudSelect® Data Protection Services	
Monthly Recurring Provisioned Minimum Commit (MRC)	$ 602.29
Annual Recurring (ARC - 12 Months)	$ -
Non-Recurring (NRC)	$ -
Provisioning Non Recurring (NRC)	$ 1,000.00
Hardware and/or Appliances (NRC)	$ -

Sentinel CloudSelect®

Backup and Disaster Protection Overview			Notes
Design Overview Summary	Server backup protection to CloudSelect design is	Premise to CloudSelect®	
	Server backup from public cloud (AWS, Azure, O365, other)	Not Included	
	What type of premise to cloud backup is planned	Premise Veeam VM	
	What CloudSelect backup target location is desired	CS1 Quantum	
	If BaaS - Will this be combined with disaster recovery protection	DRaaS & DRoD	
	Who will provide the backup software licensing	Sentinel CloudSelect®	
	Are there application aware backup requirements needed?	Not Required	
	Is this backup to protect Meditech	Not Required	
	Is this backup to protect SAP workloads	Not Required	
	How have you estimated target sizing	Estimated with Customer	

CloudSelect® Veeam CloudConnect Backup & Replication				
Veeam CloudConnect Backup & Replication	**Backup & Replication CloudConnect - Bring Your Own Licensing**	Datacenter	Managed Service	#Virtual Machines
	Virtual Machine CloudConnect "bring your own" Licensing	CS1	Customer	50
	Target Storage Appliance with Advanced Dedup & Compression			Amnount in GB
	Amount of CloudSelect® 1 Target (Quantum Target)		CS1	11981
	- Font End Ingested & Stored Storage			
	- Please allocate additional space for copies if retention is planned			
	- A Veeam sizer is recommended to be submitted with the proposal and contract for estimating			
	Included Managed Services			
	Included · Monitored Premise Data Domain and/or Avamar Target			
	Included · Automated Daily Report Delivered Via Email			
	Included · SLA reporting and optimization			
	Note that backup as a service alone does not require a PVDC within CloudSelect®			

Usage Charges

All non-recurring charges set forth in this Appendix B, if any, shall be payable on or before the date of the initial Customer kick-off meeting between the Parties. All recurring charges for each CloudSelect® product shall be billed on a monthly basis, based on average daily usage and shall be due and payable net thirty from receipt of invoice. A minimum monthly recurring charge for each CloudSelect® product will be based on the amount listed in the Contract.

Snapshot Backups

CloudSelect® Snapshot storage is based on the amount of space your data consumes, taken every eight (8) hours and retained for three (3) days. A Snapshot is a copy of the Customer's volume at a specific moment in time. Restoration services are performed on a Time and Materials basis. Snapshots are not intended to be a complete backup solution. For full application awareness and retention beyond three (3) days, please contact a Sentinel Account Representative for additional details.

Terms: Net 30 days. **This quote is valid until 12 / 01 / 2019.**

CUSTOMER: CONTRACTOR:
 Sangamon County   Sentinel Technologies, Inc.

Signature:_____   Signature:_____

Printed Name:_____   Printed Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

P.O. #:_____

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