COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: August 9, 2019

Meeting Date: August 15, 2019

Name: Todd Manning

Department: Information Technology

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

> **Offsite backup and replication services for data backups**

2. Recommended Motion/Action:

> **approval**

3. Fiscal impact on current budget.

This item has no effect on the current budget.

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

July 23, 2019

MEMO

TO: Ben Scott

FR: Todd Manning

RE: Cloud storage – Backup Data

With the recent increase in ransom based network attacks, I would like to recommend the Board of County Commissioners purchase cloud based storage for disaster & recovery in the event of data loss, theft or encryption due to ransom attacks.

This service provides an added layer of data protection in the form of an air gap that is only accessible from the cloud provider. I have been testing several different cloud solutions and so far iLand Cloud Storage seems to fit our needs the best.

I have included a quote from iLand for 5 terabytes of cloud storage plus the air gap protection. Total recurring for their service is $288.60 per month or $3,463.20 annually.

If you have any further questions, please let me know.

Approved

Ben Scott

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iland Internet Solutions

1235 North Loop West, Suite 800, Houston, TX, 77008, USA
Phone: (800) 697-7088
Email: sales@iland.com

Work Order

Customer:	Columbia County Board of Commissioners
Customer #:	130846945
Date:	August 2nd, 2019
Work Order #:	00025046-31529
Data Center:	Dallas - USA
Contract Term:	12 Month(s)
Payment Terms:	Net 30
Invoice Frequency:	Annually

SALESPERSON	EMAIL	PHONE	EXT
Francisco Arriaga	farriaga@iland.com		x

Secure Cloud Backup

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
ECS-R-S-VCC	iland Secure Cloud Backup with Veeam Cloud Connect (Per GB protected)	5,000	USD 0.04350	USD 217.50
BCKP-R-S-INS	Insider Protection, 7-days retention for deleted files	5,000	USD 0.01422	USD 71.10
TOTAL				**USD 288.60**

Total Monthly Recurring Charges:	**USD 288.60**

Standard Setup Cost:	**USD 0.00**
Fixed Fee Setup Cost:	**USD 0.00**
Total Non-Recurring Charges:	**USD 0.00**

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Terms & Conditions

This iland Work Order (this "Order") is entered into on the date set out above by and between the Provider and the Customer (each as identified below). This Order is subject to the terms, conditions, and agreements set out in the Service Agreement (the "Agreement") between the Provider and the Customer.

The Provider shall provide the resources described above in each case to the Customer, and the Customer shall compensate the Provider at the rates set out above, in each case subject to the terms and conditions set out in the Agreement and the relevant Schedules until this Order is terminated in accordance with the Agreement.

If Customer is migrating services from one iland environment to another iland environment as part of this work order, billing will begin on the new environment once the Provider confirms the Cloud Resources have been handed off to the customer. Billing will end on the old environment once the Provider confirms the Cloud Resources have been handed off. The customer will have a 30 day window to ensure all resources are fully migrated and removed without charge. After 30 days if the resources within the old environment remain active, billing for those resources will re-commence outside other stipulations highlighted within this work order.

By signing this Order the undersigned agree to the terms and conditions set out in this Order, the Agreement, the associated iland Service Schedules attached to the Agreement.

CUSTOMER: **Columbia County Board of Commissioners**
630 Ronald Reagan Drive
Evans Georgia
30809
USA

Customer Reference ID:
(Customer's Internal Tracking)   _____

Customer PO#:   _____

Promo Code: _____

Name (Print):   _____

Title: _____

Signature: _____

Effective Date: _____

THANK YOU FOR YOUR BUSINESS!

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Customer Contact Form

Dear Valued iland Customer,

Please take a moment to complete our Customer Contact Form below in order to provide and/or correct any of the information we have already collected and send it back to your sales account manager. It is very important to keep this information up-to-date, as iland's Security Policy regarding Requests for Service requires that requests come from a listed Account Contact. Please be aware that important maintenance or system alert notifications may be missed if this contact information is incorrect.

As always, please feel free to contact us via phone or email should you have any questions, concerns, or comments. We are at your service and can be reached at **US: 800.697.7088 or UK: +44.20.7096.0149**. You can also fax your form at either US: 713.337.1375 or UK: +44.20.7078.8864. Your assistance is greatly appreciated!

Account Information	
Company Name:	
Street Address:	
City:	
State/Province:	
Zip/Postal Code:	
Country/Region:	
Tax ID Number: EIN (US Customers) VAT (UK Customers)	
Phone Number:	
Fax Number:	

Billing Address (if different from above)	
Company Name:	
Street Address:	
City:	
State/Province:	
Zip/Postal Code:	
Country/Region:	
Phone Number:	
Fax Number:	

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Customer Contact Form

Primary Contact (For all inquiries/issues related to account):

Name:	
Title:	
Business Number:	
Mobile Number:	
Alternate Number:	
Fax Number:	
Email address:	

Billing Contact (For all Billing inquiries/issues related to account):

Name:	
Title:	
Business Number:	
Mobile Number:	
Alternate Number:	
Fax Number:	
Email address:	

Technical Contact (For all Technical inquiries/issues related to account):

Name:	
Title:	
Business Number:	
Mobile Number:	
Alternate Number:	
Fax Number:	
Email address:	

iland Secure Cloud Console – Company Administrator

The Company Administrator account will be used as the initial user setup with the ability to manage your iland Cloud environment. This account has full administrator access at the company level in the Console and has permission to setup additional users and roles.

Name:	
Title:	
Email address:	
Business Number:	
Mobile Number:	
Alternate Number:	

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Customer Contact Form

Verbal Password

This password is used to authenticate a verbal or phone request for service/support for your account. It should only be shared with members of your organization with the authority to request such changes.

Verbal Password:	

By signing this document, I hereby certify that I am authorized to supply such information regarding this account to iland Internet Solutions Corporation and that the above information is correct.

Printed Name:	
Title:	
Signature:	
Date:	

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VEEAM SERVICE AGREEMENT

This **VEEAM SERVICE AGREEMENT** (this "**Agreement**") is entered on _____ (the "**Effective Date**"), between _____ (the "**Customer**"), iland Internet Solutions Corporation, a Texas corporation (the "**US Provider**"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "**UK Provider**"), and iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "**Singapore Provider**"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "**Australian Provider**"), and iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "**Dutch Provider**") together with the US Provider, the UK Provider, the Singapore Provider and the Australia Provider, the "**Providers**" and each, a "**Provider**".

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

ARTICLE 1
DEFINITIONS

In this Agreement:

Section 1.1 "**Monthly Fee**" means the aggregate Monthly Fees on the relevant Order.

Section 1.2 "**Order**" means a request for services submitted by the Customer to the Provider that have become binding after the Customer and Provider have affirmatively agreed to all terms and conditions concerning the requested services.

Section 1.3 "**Third Party**" means any person other than a Party or its affiliates.

ARTICLE 2
SERVICES

Section 2.1 Description of Services. The Provider shall use its reasonable efforts to provide the resources comprising a cloud based infrastructure (the "**Cloud Resources**") with the specifications set in an Order (the "**Specifications**"), in each case to the Customer, and the Customer shall compensate the Provider at the rates set out in such Order, in each case subject to the terms and conditions set out in this Agreement until this Agreement is terminated.

Section 2.2 Service-Specific Provisions. The terms set out on each Schedule accessible at http://www.iland.com/legal/service-schedule (each as may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule. The relevant Provider shall provide reasonable notice to the Customer whenever the terms of an applicable Schedule are updated, and such updated Schedule shall become binding on the Customer and the relevant Providers on the thirtieth day following the date on which such notice is provided to the Customer.

Section 2.3 Renewal and Billing Commencement. Billing in respect of the Orders issued under this Agreement will commence on the date that the Provider confirms that the Cloud Resources have been handed off to the Customer and will remain in effect until the end of the initial service term ("**Initial Term**"), provided that those Orders will renew automatically for successive terms

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equal in length to the Initial Term (each, a "**Successive Term**") on the final day of the Initial Term and each Successive Term, unless (a) either Party has given 30 days' notice to the other Party that this Agreement shall terminate on the final date of the then-current Initial Terms or Successive Term, or (b) this Agreement is otherwise terminated prior to the final day of the then-current Initial Term or Successive Term in accordance with this Agreement.

Section 2.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

ARTICLE 3
TERMINATION

Section 3.1 Termination Following Breach. If the Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate this Agreement along with all Orders issued under this Agreement upon written notice to the Provider at cancellations@iland.com. If the Customer fails to perform its obligations or otherwise violates the terms or conditions of this Agreement and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Provider may terminate this Agreement, and the Customer shall pay to the Provider promptly following such termination a termination fee equal to the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if this Agreement had not been terminated.

Section 3.2 Hardware Costs. If the Provider procures hardware from third parties that was specifically requested or required by the Customer for the purpose of providing services to the Customer under an Order and the Provider terminates that Order due to breach by the Customer under Section 3.1 of this Agreement, upon receiving notice of that termination the Customer shall promptly reimburse the Provider for the depreciated value of that hardware.

Section 3.3 Data Deletion upon Termination. Upon the expiration or termination of an Order issued under this Agreement, Provider will delete all the Customer's data and software stored on the Cloud Resources so terminated within ninety (90) days following termination. The Customer is responsible for migrating the Customer's data residing on the Cloud Resources prior to the termination of this Agreement at the Customer's expense.

ARTICLE 4
COMPENSATION AND INVOICING

Section 4.1 Billing and Payment Terms. The Provider shall issue invoices to the Customer on a quarterly basis. Each invoice will reflect the services to be provided by the Provider to the Customer during the upcoming quarter, except charges that are dependent on usage of service, which shall be invoiced in arrears. The Customer shall pay each invoice within thirty (30) days following the date of such invoice. The Customer shall pay any relevant set up fees and any security deposit on an Order concurrently with the execution of that Order. Invoices remaining unpaid five (5) days after being due and payable shall incur a $75 late fee and shall accrue late payment interest at fifteen percent, accruing daily. In addition, the Customer shall promptly following demand reimburse each Provider for its reasonable and necessary costs of collection incurred, including, without limitation, reasonable attorneys' fees.

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Section 4.2 Taxes and Fees. All charges for service are exclusive of applicable taxes and the Customer will be responsible for all taxes and Third Party fees that arise in any jurisdiction.

Section 4.3 Software Acquisition Costs. Software prices set out in Orders issued under this Agreement are subject to increase if the Provider's costs of acquiring rights to Third-Party software that forms a part of the services to be provided by the Provider to the Customer increase following the date of this Agreement, in which case the Provider may, upon notice to the Customer, increase the price of the relevant services by an amount commensurate with the increase in the costs of acquiring the rights to such Third-Party software. Any price increases allowed under this Section shall be limited to increases of ten percent (10%) per Term of an Order.

ARTICLE 5
LIMITATION OF LIABILITY

Section 5.1 Express Warranties Only. THE PRODUCTS AND SERVICES TO BE PROVIDED BY THE PROVIDER ARE PROVIDED AS IS, WITH ALL FAULTS. THE PROVIDER EXCLUDES ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY THE PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE. THE CUSTOMER EXPRESSLY ASSUMES THE RISK OF DATA LOSS, DOWNTIME AND EQUIPMENT DAMAGE RELATING TO THE USE OF THE PROVIDER'S SERVICES.

Section 5.2 Software Licenses. The Customer expressly acknowledges that the Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE ARE LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY THE PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST THE PROVIDER. THE PROVIDER DOES NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED THERETO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.

Section 5.3 No Consequential Damages. THE PROVIDER WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 5.4 Limitation on Direct Damages. The Provider's total aggregate liability to the Customer and its affiliates arising under or relating to this Agreement shall not exceed the Monthly Fee. The Provider shall not have any liability to the Customer in respect of (a) the costs of reloading,

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replacing, or recreating any of the Customer's lost or damaged information, data or software; or (b) the loss of the Customer's information, data or software.

Section 5.5 Indemnification for Statutory Liability. The Customer shall defend, indemnify, and hold each Provider and its affiliates and its and their respective officers, directors and employees harmless from any and all claims and proceedings by governmental entities arising from the Customer's use of the Providers' networks and services for the storage of personal information, whether pursuant to Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, or, in the case where the Customer must comply with United Kingdom law in the event of an exit from the European Union, the Customer must indicate which data regulation it requires iland to comply with a sixty (60) day advanced written notice; and other applicable data protection laws and regulations, all of which as amended from time to time or other data protection laws and regulations.

Section 5.6 Reasonableness. The Customer acknowledges that the limitations and exclusions of liability set out in this ARTICLE 5 are reasonable that that the Provider would not have been willing to provide products or services to the Customer for the prices set out in this Agreement and on the other terms set out in this Agreement absent such limitations and exclusions.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Confidentiality. Neither Party shall divulge confidential information provided to such Party by the other Party or use such confidential information for purposes other than fulfilling its obligations under this Agreement, and each Party shall take all reasonable steps to ensure that each of its affiliates will not divulge such information to any other person. The confidentiality and limitation of use obligation set out in this Section 6.1 shall survive for one year following termination of this Agreement. The confidentiality and limitation of use obligation shall not apply where the Party receiving confidential information can show that (a) such information is already known to such Party or its representatives or to others not bound by a duty of confidentiality, (b) such information is or becomes publicly available through no fault of such Party or its representatives, (c) the furnishing or use of such information is required by, is necessary, or is appropriate in connection with legal (whether judicial, administrative, or legislative) proceedings, or (d) such information is developed by such Party independent of this Agreement.

Section 6.2 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 6.2 shall not impair any Provider's right to be indemnified pursuant to Section 5.5.

Section 6.3 Personal Data. Each Party agrees that in relation to any personal data (as defined in applicable privacy laws in the jurisdictions in which the Services are being carried out) that it has or gains access to in connection with carrying out its obligations under this Agreement shall be processed in accordance with the requirements of applicable data privacy laws.

Section 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction). Venue for the institution of any legal proceeding arising under this Agreement or any Order issued under this Agreement shall exclusively be in Houston, Texas.

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Section 6.5 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the subjects hereof. All prior negotiations, representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement.

Section 6.6 Amendments. No amendment, modification, waiver, or release of the provisions of this Agreement shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party.

Section 6.7 Assignment. No Party may assign its rights or obligations under this Agreement to any person without the consent of the other Party, provided that the Provider may assign its rights and obligations under this Agreement to any person that acquires all or substantially all of the Provider's assets without the Customer's consent. Any purported assignment without such consent shall be void.

Section 6.8 Publicity. The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.

Section 6.8 Notice. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the recipient's address set out on the signature page of this Agreement, or (b) sent by recognized international courier to the recipient's address set out on the signature page of this Agreement with all delivery fees prepaid. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements.

This Veeam Service Agreement is hereby executed as of the Effective Date.

For **[Customer name]**

_____
Name and title (please print)

_____
Signature

_____
Date

Address:

_____

_____

For iland Cloud Pte. Ltd.:

_____
Scott Sparvero, Director

_____
Date

For iland Internet Solutions Corporation:

_____
Scott Sparvero, CEO

_____
Date

For iland Nederland B.V.:

_____
Scott Sparvero, Director

_____
Date

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For iland Europe Limited: **For iland Australia Pty Ltd**

_____   _____
Scott Sparvero, Director   Scott Sparvero, Director

_____   _____
Date   Date

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