



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: December 26, 2019

Meeting Date: January 16, 2020

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Document Management Software and Installation - Microsoft SharePoint 2019 and VtechIO - \$23,964

2. Recommended Motion/Action:

Approve BA 20-25 for the purchase of document management software and installation.

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

Budget Amendment Number: BA 20-25 Fund: 001-GENERAL FUND

FROM:	TO:	AMOUNT:
001-1820-519.30-41 OPERATING EXPENDITURES / COMMUNICATIONS	001-1000-511.30-46 OPERATING EXPENDITURES / REPAIRS & MAINTENANCE	\$24,000.00

District No. 1 – Ronald Williams
District No. 2 – Rocky Ford
District No. 3 – Bucky Nash
District No. 4 – Toby Witt
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

December 11, 2019

MEMO

TO: Ben Scott

FR: Todd Manning *TMM*

RE: Document Management Software

As you are aware for several years the BCC has been using an open source document management software (Alfresco) for document data retention and automation. Open source software is free of charge and available openly to the public for use but does not offer technical support, product updates and is extremely limited when users wish to expand or their needs change.

We are currently maintaining 1,194,000 searchable documents and we have out grown Alfresco. I would like to suggest we replace Alfresco with Microsoft SharePoint. It is able to provide all of our DMS needs, has available technical support, provides frequent feature\security updates and is compatible with existing servers and systems.

Purchase price for Microsoft SharePoint 2019 with 50 concurrent licenses is **\$11,022.85**, it is on government contract and has no annual recurring cost. I have reached out to several consultants who specialize in installing, configuring and maintenance of Microsoft SharePoint. Greyson Technologies and VtechIO were the only two companies that responded.

VtechIO was the lowest at **\$12,940.80** to install/configure the server product as well as all necessary user applications we need to operate it. Total cost for software and installation is **\$23,963.65** with no annual recurring costs. I have included quotes for your review and consideration.

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

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.



5381 NW 33rd Avenue, Suite 101
 Fort Lauderdale, FL 33309
 strictlytech.com · (954)606-5440

Quotation (Open)	
Date	Nov 15, 2019 02:39 PM EST
Modified Date	Nov 15, 2019 02:41 PM EST
Doc #	68363 - rev 1 of 1
Description	Microsoft SharePoint Server 2019
SalesRep	McLeod, Ethan (P) 954.541.8559 (F) 954.606.5441
Customer Contact	Todd, Manning (P) 386-719-7442 (F) 386-758-2182 Todd_manning@columbiacountyfla.com

Customer
 Columbia County FL (13-695)
 Todd, Manning
 P.O. Box 1529
 Lake City, FL 32056-1529
 United States
 (P) 386-758-1005
 (F) 386-758-2182

Bill To
 Columbia County FL
 Todd, Manning
 P.O. Box 1529
 Lake City, FL 32056-1529
 United States
 (P) 386-758-1005
 (F) 386-758-2182

Ship To
 Columbia County Board of
 Commissioners
 Todd, Manning
 135 NE Hernando Ave.
 Suite 203
 Lake City, FL 32055
 United States
 (P) 386-758-1005
 (F) 386-758-2182

Payment Method
 Terms: Undefined

Shipping Info
 Delivery Method: FedEx Ground
 Carrier Account:
 Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Microsoft - Microsoft SharePoint Server 2019 License - 1 server - GOV - OLP: Government - Win - English	MSFP-02044	Yes	1	\$5,724.85	\$5,724.85
2		Microsoft - Microsoft SharePoint Server 2019 Standard CAL License - 1 user CAL - GOV - OLP: Government - Win - English	MSF-01715	Yes	1	\$105.96	\$105.96

CAGE: 70BA0
 DUNS: 078817964
 FEIN: 46-2619818
 Woman-Owned Small Business (WOSB)
 Primary NAICS: 423430

Subtotal: \$5,830.81
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$5,830.81



vTechio, for the benefit of its customer, Columbia County

SharePoint Build Services

Prepared by: Robert Cooper

Version: 1.0

Date: November 13, 2019



(702) 940-6545



sales@xmssolutions.com



www.xmssolutions.com

 **XMS SOLUTIONS**
Collaboration Without Limitation

871 Coronado Center Drive
Suite 200
Henderson, NV 89052-9177

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DOCUMENT CONTROL

Preparation

Action	Name	Date
Prepared by:	Robert Cooper	11/13/2019

Release

Version	Release Date	Pages Affected	Remarks
1.0	11/13/2019	N/A	Initial Release

TABLE OF CONTENTS

Document control.....	2
Preparation.....	2
Release.....	2
Table of Contents	3
Statement of work.....	4
Phase 1 - Planning.....	4
Phase 2 – Build/Configure Farm	4
Phase 3 – Configure External Sharing.....	5
Key Assumptions.....	6
Description of Services	7
Payment.....	7
Expense Policy	7
Terms of Agreement.....	8
Acceptance	9
Signatures	9
Invoice Instructions	10
Invoice Instructions (to be completed by VTechio)	10
Payment Instructions.....	10

STATEMENT OF WORK

This Statement of Work Document ("Document") sets forth the scope of work to be provided to vTechio ("Partner") on behalf of their customer Columbia County ("Customer") by XMS Solutions ("Supplier" or XMS).

It is the understanding of the Parties that the End User is not a signatory of the SOW. vTechio agrees to make reasonable business efforts to ensure that End User complies with all duties, responsibilities, obligations, etc., assigned to it within this SOW.

SCOPE OF WORK

Phase 1 - Planning

XMS will conduct planning to build a new SharePoint Farm without Redundancy.

XMS Responsibilities:

- Design Meetings
- Plan SQL Install
- Plan SharePoint Farm
- Plan Networking/DMZ

Customer Responsibilities:

- Customer will work with pilot users to adjust the hosts file.
- Customer will provide staff to assist with the implementation and support on day 1.
- Customer will help coordinate with appropriate personnel to ensure proper administrative access for XMS to accomplish these tasks

Phase 2 – Build/Configure Farm

XMS will build and configure the new production farm without Redundancy.

XMS Responsibilities:

- Install SQL
- Install SharePoint
- Configure Firewalls
- Configure External DNS
- Configure SP Farm
- Configure SQL

Customer Responsibilities:

- Provide staff to assist during this phase as required.
- Help coordinate with appropriate personnel to ensure proper access for XMS to accomplish these tasks.
- Assist as needed

Phase 3 – Configure External Sharing

XMS will configure an additional Web Application to support External Sharing.

XMS Responsibilities:

- Build AD LDS server
- Configure new External Web app
- Configure Certs
- Configure External Firewall

Customer Responsibilities:

- Provide staff to assist during this phase as required.
- Help coordinate with appropriate personnel to ensure proper access for XMS to accomplish these tasks.
- Assist as needed

KEY ASSUMPTIONS

XMS made the following assumptions when developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. Modifications to the following assumptions will impact the conditions of this Statement of Work and may result in additional project costs.

- The Customer will ensure prompt access to required Customer personnel as necessary for input regarding configuration and deployment. XMS recommends having representatives or key members be available from the following areas:
 - Project lead
 - Active Directory Administrator
 - Server Administrator
 - SharePoint Administrator
- XMS will perform most of the services under this Statement of Work remotely during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday.
- Customer will provide XMS administrative access to appropriate workstations, servers and services for the success of this project.
- All media, license-keys, key fobs, tokens, server hardware, virtual machine, private/public certificates, network connectivity, firewall settings (if applicable), smart-host updates and other dependencies not listed in this document and required for the successful completion of these tasks are the responsibility of the Customer.
- Should any of this work be performed remotely, the Customer will provide independent remote access to any systems necessary for completing the tasks outlined. Lack of independent access may require additional time and materials.

DESCRIPTION OF SERVICES

Payment

XMS will provide the services outlined in this document at a **fixed fee**, invoiced according to the milestone schedule below.

Description	Qty.	Cost	Payment
Build New SharePoint Farm (W/O Redundancy)	80	\$161.67	\$12,940.80
			\$12,940.80

- Payment terms for this engagement will be **Net 30 days, billed weekly**, plus any applicable travel expenses incurred.
- Other required **software licenses and/or Client Access Licenses (CAL) not specifically mentioned in this document will be purchased directly by the Customer** and are not a part of the services rate.
- **No hardware shall be purchased or provided by XMS Solutions.** Any and all required hardware will be provided by the Customer.

Expense Policy

It is expected that the work outlined in this document may be performed remotely. All travel will be pre-approved by Customer. The following policy will be in effect.

- The daily meal expense, actual cost including tips (Receipts Required), in all US cities is not to exceed \$60 per day, except for an \$85 per day limit in the following locations:
 - New York/New Jersey Chicago
 - Philadelphia Washington D.C. area
 - California
 - Seattle
 - The daily meal expense, actual cost including tips, in all non-US cities is not to exceed \$85 per day.
- Reasonable and customary travel expenses (air/ground transport, and hotel) will be billed to Customer at **XMS cost** as incurred.

Total travel costs, for one round-trip airfare ticket and 5 contiguous days on-site, **will not exceed \$2,500.00 per person per week** without prior written approval from vTechio.

TERMS OF AGREEMENT

The following terms of agreement shall govern this statement of work. The Customer will appoint a project sponsor for the duration of activities performed under this agreement. The Customer project sponsor will provide access to required equipment, timely access to facilities, systems, information, documentation and personnel necessary to support the successful outcome of this effort including onsite and remote access.

This Statement of Work will become active on a mutually acceptable date after the receipt of a signed agreement.

ACCEPTANCE

In entering into this SOW, The Client is not relying upon any representation made by or on behalf of XMS that is not specified in the Agreement or this SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this SOW.

This SOW and the Client's XMS Customer Agreement or any equivalent agreement in effect between the two parties or the XMS Agreement for Services (whichever is applicable) and any other applicable RRF's, Attachments, Amendments and Transaction Documents make up the entire agreement between XMS and the Client regarding Services described in this SOW.

Signatures

The parties listed below have read this statement of work and agree to be bound hereby.

XMS SOLUTIONS, INC.

VTECHIO

Signed: _____

Signed: _____

Print: Robert Cooper

Print: _____

Title: COO

Title: _____

Date: November 13, 2019

Date: _____

INVOICE INSTRUCTIONS

Invoice Instructions (to be completed by VTechio)

Submit Invoice with valid documentation to:

Copy to:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Payment Instructions

Please remit payment to:

XMS Solutions, Inc.
92 Kentucky Ave.
Waynesville, NC 28786
Phone: 704-248-8447
Fax: 702-441-8866

Direct Deposit: *if your company prefers direct deposit (ACH) payments, please call 704-918-9516 to establish.*



Sharepoint Build Out Phase 1

Quote # 003417
Version 1



Prepared for:
Columbia County

Objective

Columbia County has requested scheduled support related to SharePoint Build Out Phase 1 for Deployment.

- Current Environment
 - Currently utilizing Alfresco open source document share server
 - Updates and technical support are not provided
 - FTP interface scans docs into sites
 - There is a job that monitors the scan
- 15 sites set up by department
 - Users vary by site, 10-20 per site/session
 - 1.1 million Documents
 - 600 GB allocated; 375 GB used
- ~148 users
- Demo version of SharePoint 2019 is running
- All servers are virtual

Scope of Work & Deliverables

Project Start

- Conduct Project Kickoff meeting with the project team
- Create Project Plan and initial timeline estimate
- Create Contact Sheet and Communications Plan

Phase I: Project Launch and Environment Build

- Chair or participate in a kick-off meeting to ensure project goals are understood
- Create Server Requirements and Specifications Build Document
 - OS, RAM, CPU, Storage requirements
 - Service Account requirements
- Create Farm Architecture Document
- Install and Configure SharePoint 2019
- Setup and Configure Service Applications
- Receive Phase I sign-off

Phase II: External Account Authentication

- Setup Forms Based Authentication for External Users
 - Add/Edit/Delete form
 - Change Password & Reset Password Form
 - Lock and Unlock features
- Receive Phase II sign-off

Project Close

- As-Built Documentation
- Knowledge Transfer
- Lessons Learned
- Signed Project Closure Form

Location of Work

All work completed by Greyson Technologies' engineers will be done remote.

Assumptions

The following assumptions were used by Greyson Technologies to determine the level of effort and pricing contained in this proposal.

1. Client will provide designated points of contact to work with Greyson Technologies for the duration of the project.
2. Client will provide requested information and documentation needed for design and implementation at least ten (10) business days before the milestone date they are required.
3. Client will provide remote access to all necessary segments of the network environment for the duration of the project as well as physical access. Remote access must not require Client personnel for engagement; WebEx, GoTo Meeting and similar screen share are not acceptable. Citrix, VDI, or VPN are preferred.
4. If required, Client will provide onsite office facilities.
5. Client will provide all naming conventions, network addressing schemes, etc. required for network configurations.
6. This Statement of Work is for professional services only. No hardware, licenses, or cables are part of this scope.
7. Client will perform and maintain back-ups for the duration of the project. Greyson Technologies is not responsible for lost or corrupt data.
8. Client will provide adequate power and cooling requirements for equipment.
9. Client will install or rack mount all equipment to include cabling and powering up the equipment.
10. Services will be performed over a consecutive timeframe unless specified otherwise within this Statement or Work.

Out of Scope

The following items, but not limited to, are not within the scope of this project:

- On-site support
- Customized workflows, custom solutions and/or coding
- Custom Coded Theme/ Custom Coded Color
- Custom Site features/ Site Skinning/Branding
- Provisioning of VMs required for the SharePoint Farm
- Greyson will only setup a production environment. Pre-prod environments are considered out of scope
- Migration of content from Alfresco to SharePoint
- Migration of external user accounts as part of Forms Based Authentication configuration
- Updates to public facing website to use new web service that integrates with SharePoint document libraries
- Operational, unscheduled, or emergency support
- Software/Hardware Purchase/Acquisition
- Licensing Purchase/Acquisition/Troubleshooting
- Certification Training
- Resolution of End User Desktop issues or installation/upgrade of desktop software.
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed

Any delays caused by Client, not limited to but including lack of availability or cancellations of agreed upon scheduled events.



Project Team

Senior Account Manager

Mike Bayhi

mbayhi@greyson.com

407.218.6686

Senior Solutions Consultant

Troy Powers

tpowers@greyson.com

407.391.3683

Project Management

Greyson Technologies will provide a Project Manager who is experienced in project management best practice methodologies. Responsibilities will include:

- Serve as the primary point of contact for the Client
- Conduct an initial planning meeting to review project scope and define roles and responsibilities
- Work with the Client to prioritize and plan activities for the duration of the engagement
- Establish lines of communication and frequency of reporting
- Review and communicate the status of the project with periodic status reports on the performance on planned tasks, as well as identify, escalate, and document issues as necessary
- Create and implementation plan with all necessary tasks and associated timelines
- Unless otherwise stated in the Statement of Work, the project manager's responsibilities will be completed remotely

Change Management

It may become necessary to amend this Statement of Work (SOW) for reasons including, but not limited to, the following:

- Client's changes to the scope of work and/or specifications for the Deliverables
- Client's changes to the Implementation Plan
- Non-availability of resources which are beyond either party's control
- Environmental or architectural impediments not previously identified

If identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project.

Upon execution of the Change Request form, said Change Request Form will be incorporated into and made a part of this SOW.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request Form and those set forth in the original SOW, or previous fully executed Change Request Form, the terms and conditions of the most recent fully executed Change Request shall prevail.

If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Greyson Technologies shall proceed to fulfill its obligations by this SOW as previously agreed.

Delays

If any subset of a project is not started within three months of the project completion due date, due to Customer enforced delays, the portion of the remaining work will be automatically canceled. Invoicing for all completed work will be issued to Customer and the overall project will be closed out. Any canceled work may be re-scoped as a new project at Customer's request.

Completion

Client shall ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Greyson Technologies. Client shall indicate its acceptance of the Service or Deliverable by signing the Project Closure Form within five (5) days from presentation of the completed Service or Deliverable. Services and Deliverables will be deemed accepted if Client fails to respond within this five (5) day period.

If a Service or Deliverable is not complete for any reason, Customer shall provide written notification to Greyson Technologies. Greyson Technologies shall have ten (10) days after the receipt of such notice to correct the error given it is within Greyson Technologies' scope to do so. The period to correct the error may be extended by mutual consent.

Travel

Travel and incidental expenses vary from project to project. Below is the assumption for travel that this Statement of Work (SOW) pricing is based upon:

- Any travel and incidental expenses in association with the execution of this SOW related to local travel (under one hour each way from the closest Greyson office) are included
- Any travel and incidental expenses other than local travel above will be billed at cost or based on Client travel policies



Payment Schedule

This Professional Services listed in this Statement of Work will be provided on a fixed priced basis, with exception to what is noted under the Travel section of this Statement of Work. These Services will be billed at the price below. The price does not include taxes, if any, which will be the Client's responsibility.

1. The cost associated with this project is based on the services outlined in this Statement of Work.
2. Project is Fixed Fee Pricing and will be based on the following Milestones:
 - Milestone 1 – Project Start and Design and Planning Start– 30%
 - Milestone 2 - Staging & Configuration and Implementation & Testing more than 80%– 40%
 - Milestone 3 – Day 2 Support and Project Close – 30%
3. Billing will occur at the completion of each milestone and the percentage set for the milestone will be billed against the project price.
4. Should the project scope change from the scope articulated within this proposal, Greyson Technologies reserves the right to revise its pricing. The Change Request Form outlines Greyson Technologies' Change Request procedures.
5. Any travel associated with the Client rescheduling or delay will be billed at actual cost.
6. Payment terms are Net 30 from Invoice Date.

Professional Services

Qty	Part #	Description	Price	Ext. Price
1	Professional Services		\$28,530.00	\$28,530.00
Subtotal:				\$28,530.00



Sharepoint Build Out Phase 1

Prepared by:

Greyson Technologies, Inc.

Ashley Wurstner
(954) 633-7213
awurstner@greyson.com

Prepared for:

Columbia County

135 NE Hernando Ave Ste 238
Lake City, FL 32055-4004
Todd Manning
+1.386.719.7442
todd_manning@columbiacountyfla.com

Quote Information:

Quote #: 003417

Version: 1
Delivery Date: 12/11/2019
Expiration Date: 01/10/2020

Quote Summary

Description	Amount
Professional Services	\$28,530.00
Total:	\$28,530.00



Approval

This Statement of Work ("SOW") is made and entered into between Greyson Communications d/b/a Greyson Technologies headquartered at 6350 North Andrews Avenue, Suite 200, Fort Lauderdale, FL 33309 and Columbia County with offices at 135 NE Hernando Ave Ste 238 Lake City, FL 32055-4004 as of the date last written below ("Effective Date").

This SOW defines the services and deliverables that Greyson Technologies shall provide to Client under the terms of the agreement. The terms of this SOW are limited to the scope of this SOW and shall not apply to any other SOWs, which may be executed and attached to the Agreement. This SOW consists of the following sections which are incorporated in this SOW by this reference:

- Objective
- Scope of Work & Deliverables
- Location of Work
- Assumptions
- Out of Scope
- Project Team
- Project Management
- Change Management
- Delays
- Completion
- Travel
- Payment Schedule
- Professional Services
- Terms & Conditions

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Greyson Technologies, Inc.

Columbia County

Signature: _____
 Name: Jason Goldberg
 Title: CFO
 Date: 12/11/2019

Signature: _____
 Name: Todd Manning
 Date: _____



Terms & Conditions

1. Scope of Services

GREYSON TECHNOLOGIES will perform such infrastructure development, network maintenance, and support services under the guidelines and supervision of the client.

2. Price and Payment

Unless otherwise specified in a signed statement of work, GREYSON TECHNOLOGIES is being hired on an hourly basis. GREYSON TECHNOLOGIES will perform services and provide deliverables at the request and under the supervision of the client. Testing and debugging work is considered a normal part of work performed under this Agreement at the rates specified. GREYSON TECHNOLOGIES will maintain daily records of hours and tasks performed, which will be submitted to Client upon request.

2.1 Travel Fees

Additional time may be charged for travel to and from Client locations. If the Client is located within a primary service area, travel will be limited to a maximum of 1 hr. per direction. For travel time incurred greater than one (1) hour in each direction or two (2) hours round trip, time incurred will be billed at ½ the travel rate for each hour.

2.2 Invoices

A. Services will be invoiced semi-monthly or upon completion of a significant milestone.

B. Invoices for hardware or software will be sent upon shipment. It is possible that multiple invoices will be sent against a single purchase order if an order is shipped over multiple days. If a single invoice is required for all hardware and software, please add "Ship Complete" to any purchase orders.

C. Support contracts will be invoiced upon receipt of purchase order. The actual support contract registration will be submitted to the manufacturer or their distributor within five (5) days of payment.

2.3 Payment

Payment is due as per specification on the front of this agreement. Client may not withhold any amounts due hereunder, and GREYSON TECHNOLOGIES reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half (1.5) percent per month or fraction thereof until paid.

2.4 Security Interest

Client hereby grants and GREYSON TECHNOLOGIES retains a security interest in all Products purchased from GREYSON TECHNOLOGIES, and such security interest is released when payment in full is received by GREYSON TECHNOLOGIES.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for one (1) year and will automatically renew from year to year after that. GREYSON TECHNOLOGIES may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay GREYSON TECHNOLOGIES for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

A. Client will immediately notify GREYSON TECHNOLOGIES upon learning of any significant problem with the performance of the network.

B. Client will cooperate with GREYSON TECHNOLOGIES in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

D. Client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.

E. Client will notify GREYSON TECHNOLOGIES within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by GREYSON TECHNOLOGIES and will not be disclosed or used by GREYSON TECHNOLOGIES except to the extent that such disclosure or use is reasonably necessary to the performance of GREYSON TECHNOLOGIES' work.

B. All information relating to GREYSON TECHNOLOGIES that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for two (2) years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure and that GREYSON TECHNOLOGIES cannot guarantee the stability, safety or security of client's network or data. GREYSON TECHNOLOGIES warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will GREYSON TECHNOLOGIES be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will GREYSON TECHNOLOGIES be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of GREYSON TECHNOLOGIES for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of GREYSON TECHNOLOGIES, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to GREYSON



TECHNOLOGIES for the Network Services during the three (3) month period preceding the date the claim arises.

8. Indemnification

Client will indemnify and hold GREYSON TECHNOLOGIES harmless against any claims by third parties, including all costs, expenses, and attorneys' fees incurred by GREYSON TECHNOLOGIES therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

9. Relation of Parties

The performance by GREYSON TECHNOLOGIES of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between GREYSON TECHNOLOGIES and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this Agreement and for two (2) years thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Florida. The arbitration will be held in Florida. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein