



APPROVAL SUBJECT TO THE REVIEW & APPROVAL OF
THE COUNTY ATTORNEY

Contract Number: 2012-02 110

MASTER SERVICES AGREEMENT

COVER PAGE

Customer Legal Name: Columbia County Board of Commissioners	Perimeter Internetworking Corp., dba Perimeter E-Security
Name: Columbia County Board of Commissioners Entity Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ State of Formation: FL	Perimeter Internetworking Corp. a Delaware corporation
Customer Address: Address 1: 135 Hernando Ave/ Suite 203 Address 2: City, State, Zip: Lake City, FL 32055 Fax:	Perimeter Address: 440 Wheelers Farm Rd, Suite 202 Milford, CT 06461
Customer Business Contact:	
Name: Todd Manning Phone: 386.719.7442 Email: todd_manning@columbiacountyfla.com	
Customer Billing Contact:	
Name: Todd Manning Phone: 386.719.7442 Email: todd_manning@columbiacountyfla.com	
Notices Attn: Accounts Payable	

This Master Services Agreement ("MSA") is entered into by and between Perimeter "we", "us", or "our") and the customer named above ("Customer", and also referre the attached Terms and Conditions, and all Services Order Attachments, statement subject to the terms of this MSA (each an "Attachment"), each of which are incorp MSA ("Services") will be governed by the terms and conditions of this MSA. Each s terms and conditions of this MSA and the terms and conditions of the Attachment(s

As of the Effective Date of this MSA, the Attachments are as follows:

Service Order Attachm	
<input type="checkbox"/> Microsoft® Exchange Messaging Services	<input checked="" type="checkbox"/> Pe
<input type="checkbox"/> CMS Messaging Services	<input type="checkbox"/> Ar
	<input type="checkbox"/> Ot

This MSA is effective on the date specified below as the "Effective Date". Customer understands each of the terms and conditions of this MSA and agrees to be bound b

Columbia County Board of Commissioners:	Perimeter Internetworking Corp.:
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Printed Name: _____	Printed Name: Randal Skipper
Title: _____	Title: Executive Vice President, Worldwide Sales
Date: _____	"Effective Date": _____

NEW PERIMETER
CONTRACT

HIPAA Firewall
and IDS monitoring
Network
TODD

je,
de



**Master Services Agreement
General Terms and Conditions**

1. TERM AND TERMINATION.

1.1 MSA Term. This MSA will continue in effect for as long as any Attachment remains in effect.

1.2 Attachment Term. The term of each Attachment will begin on the date set forth in the Attachment and continue for the term set forth in the Attachment.

1.3 Termination for Breach. Either of us may terminate this MSA and any Attachment if the other party breaches the terms of this Agreement, and the breach continues for thirty (30) days after written notice of the breach. Notwithstanding the foregoing, we may suspend Services after written notice that you have failed to pay any invoice when due, and if such invoice remains unpaid for thirty (30) days, we may immediately terminate this MSA, including any and all Attachments.

1.4 Effect of Termination. If this MSA is terminated or expires, then Sections 2 (Payment Terms), 4 (Limitation of Liability), 5 (Indemnity), 6 (Confidentiality), 7 (Prohibition of Reverse Engineering, Decompilation and Disassembly), and 8 (General Provisions), and the obligation to pay any unpaid fees owed will survive.

2. PAYMENT TERMS.

2.1 Pricing. You agree to pay for the Services that you order, without set-off for any reason, at the prices set forth in the applicable Attachment. We may change the pricing set forth in any Attachment upon written notice given to you at least ninety (90) days prior to the renewal term of the Attachment.

2.2 Invoicing. Payment terms are subject to credit approval. We may change credit or payment terms at any time when, in our opinion, your previous payment record, or the nature of our relationship with you so warrants. We will invoice you for the fees set forth in an Attachment in advance, arrears, annually, monthly, or periodically during our performance of the Services according to the Service and our established billing cycle based on the size of your account. You will pay us the amount invoiced net thirty (30) days. Unpaid balances may accrue interest at the rate of the lesser of one and one-half percent (1 ½%) per month or the then-highest rate permissible under applicable law, plus our reasonable cost of collection. The fees are listed in and you will pay us in U.S. Dollars.

3. WARRANTIES. We warrant to you that we will perform our duties under this MSA in a diligent and businesslike manner. **EXCEPT AS MAY BE SET FORTH HEREIN OR IN AN ATTACHMENT, WE PROVIDE THE SERVICES "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

4. LIMITATION OF LIABILITY. **EXCEPT FOR CLAIMS UNDER SECTIONS 5 AND 6 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS MSA. OUR LIABILITY TO YOU, YOUR USERS AND ALL THIRD PARTIES, IS IN EACH CASE LIMITED TO THE FEES PAID BY YOU TO US UNDER THE APPLICABLE ATTACHMENT(S) IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.**

5. INDEMNITY.

5.1 Your Indemnification. You will indemnify us against all loss, cost, damage and expense that we incur as a result of claims in any form by third parties arising from the collection of amounts due to us under this MSA.

5.2 Our Indemnification. We will indemnify you against all loss, cost, damage and expense that you incur as a result of third party claims that the Services provided under this MSA infringe the intellectual property rights of a third party. If any Service is held to infringe and its use is enjoined, we will, at our option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this MSA and the applicable Attachment, (ii) replace or modify that Service so that it no longer infringes, or (iii) grant you a credit for the Service that you have not received.

5.3 Indemnification Conditions. In each case, as a condition to the right to receive indemnification for a claim, the indemnified party will (i) give the indemnifying party notice of the claim; (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of the claim; and (iii) give the indemnifying party the right to control the defense and settlement of the claim.

6. CONFIDENTIALITY.

6.1 Confidential Information. Confidential Information means the information that is disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

6.2 Recipient Obligations. A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this MSA, and (ii) during the term of this MSA and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this MSA, as promptly as the circumstances of such order or proceeding reasonably permit.

6.3 Exceptions. Neither party will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained in this MSA will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, *provided however*; that in each instance each party will maintain the confidentiality of Confidential Information in accordance with the terms of this MSA.

7. Prohibition of Reverse Engineering, Decompilation and Disassembly. You may not (i) except to the extent that applicable law requires us to give you permission to do so, directly or indirectly, reverse engineer, decompile or disassemble any software made available to you in connection with the Services; (ii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to such software; or (iii) remove any proprietary notices or labels from such software.

8. GENERAL.

8.1 Arbitration. All controversies and claims arising out of or relating to this contract, or the breach thereof, will be settled by arbitration in Connecticut administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in the English language. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8.2 Governing Law. This MSA will be governed in all respects by the laws of the State of Connecticut as such laws are applied to agreements entered into and to be performed entirely within Connecticut between Connecticut residents.

8.3 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the cover page of this MSA or at such other address as the party will specify in writing under the terms herein. Notice will be deemed given: upon personal delivery; if sent by email or fax, upon confirmation of receipt; or if sent by certified U.S. mail, postage prepaid, three (3) days after the date of mailing.

8.4 Assignment. Either of us may assign any of our rights and delegate all of our obligations under this MSA and they are binding on each of us and our successors and assigns.

8.5 Force Majeure. You acknowledge that the provision of Services might be affected by factors outside of our control. We will not be liable for any breach of this MSA, for any delay or failure of performance resulting from any cause beyond our reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or acts of God.

8.6 Entire Agreement. This MSA, including any Attachments, sets forth the entire understanding and fully integrated agreement between you and us with respect to the subject matter contained therein, and supersedes all prior agreements between us, relating to the Services. This MSA and each Attachment may be executed in multiple counterparts, each of which will be deemed to be an original. A facsimile or electronic signature will have the same force and effect as the original signature counterpart. Only a writing signed by both of us may change the terms of this MSA or any Attachment. In the event of any conflict between or amongst them, the terms and conditions of an SOW, an Attachment, this MSA, and these MSA Terms and Conditions will prevail in that order. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver of a breach of any provision of this MSA or any Attachment will not operate or be interpreted as a waiver of any continuing or subsequent breach.



**SERVICE ORDER ATTACHMENT FOR
PERIMETER E-SECURITY SERVICES**

Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

1. **"Services"** will mean PERIMETER E-SECURITY Services, as further defined in Appendix 1 attached hereto and incorporated herein by reference. The **"Launch Date"** of Services under this Attachment will mean the first date on which Service(s) provided under the terms of this Attachment are first made available to you.
2. **Levels.** We will provide the Services pursuant to the objectives of the Perimeter E-Security Service Level Agreement set forth below.
3. **Customer Responsibilities.** During performance of the Services you will:
 - I. Prior to engagement commencement, assign a project management contact to serve as a primary contact through the delivery and performance of the Services;
 - II. Ensure complete and current contact information is provided on a timely basis;
 - III. Cooperate during the deployment period, including providing to us all required information in a complete and accurate form to prevent implementation delays which may result in additional fees;
 - IV. Appoint one or more authorized contacts authorized to approve and validate all requested changes;
 - V. Implement change requests; and
 - VI. Provide all necessary information with respect to your environment.You acknowledge that your fulfillment of these responsibilities is essential to our ability to perform the Services in a timely manner.
4. **Performance Evaluation.** You authorize us to evaluate service upgrades and changes on an annual basis at each of your locations which utilize the Services. In the event that such evaluations identify ways to improve performance or service at no additional cost to you, you authorize us to implement them.
5. **Equipment.** Equipment provided to you by us ("Perimeter Equipment") is for your use only during the Term of this Attachment. We will service the Perimeter Equipment in accordance with our service policies. You agree to (i) use Perimeter Equipment only for the purpose of receiving Services; (ii) prevent any connections to Perimeter Equipment not expressly authorized by us; (iii) prevent tampering, alteration or repair of Perimeter Equipment by any persons other than us or our authorized personnel; and (iv) assume complete responsibility for improper use, damage to or loss of such Perimeter Equipment regardless of cause. You will pay us for any damaged or unrecoverable Perimeter Equipment. You authorize us and our authorized agents, contractors, representatives and vendors to enter your premises, with reasonable notice, during normal business hours (or as otherwise authorized by you), to install, maintain, repair and/or remove any Perimeter Equipment and/or to perform the Services. You must return Perimeter Equipment, at your expense, within fourteen (14) days after this Attachment terminates or expires. Perimeter Equipment must be returned in the same condition in which it was provided to you, except for normal wear and tear. If you fail to do so, billing for Services will resume and continue until all Perimeter Equipment is returned. Equipment for Services delivered through us is maintained in a lockdown configuration that does not allow customer administrative access.
6. **Term and Termination.** This Attachment will be in effect during the Initial Term set forth in Appendix 1, and will thereafter automatically renew for additional one (1) year terms unless either of us provides the other with written notice of the intention not to renew at least sixty (60) days prior to the beginning of the renewal term. Sections 1, 5, 6, 7, 8, and 9 of this Attachment will survive the expiration or termination of this Attachment for any reason. The provisions of the MSA that are identified in the MSA as surviving the expiration or termination of the MSA will, as they apply to this Attachment, also survive the expiration or termination of the Attachment for any reason. Within ten (10) days after the expiration or termination of this Attachment for any reason, you must pay all fees accrued and unpaid at the time of termination, and the cancellation fee if applicable.
7. **Fees.** You will pay us the fees set forth in Appendix 1 for Services you purchase.
8. **Cancellation Fee.** If this Attachment is terminated prior to the end of the Initial Term or any renewal term, for any reason other than our material breach of this Attachment or the MSA, you will pay us a cancellation fee. The cancellation fee will be equal to 100% of the greater of (a) your average monthly invoices or (b) the Minimum Fee, for the six (6) months prior to the date of termination multiplied by the lesser of (x) the number of months remaining in the then current term of this Attachment or (y) twelve (12) months. The cancellation fee constitutes liquidated damages and is not a penalty. You acknowledge that, if Services are cancelled prior to the completion of the Initial Term or any renewal term, Perimeter's damages will be difficult or impossible to ascertain. Your obligation to pay the cancellation fee is in addition to, and not exclusive of, your obligation to pay all fees accrued and unpaid at the time of termination for any reason.
9. **Additional Disclaimers.** We do not guarantee continuous, uninterrupted, virus-free or secure Services, and we are not liable if you or your end users are unable to access the Services at any specific time. We do not guarantee that we will be able to replace any of your information, content or other data that may be lost, damaged or stolen resulting from use of the Services.



**SERVICE LEVEL AGREEMENT:
FOR PERIMETER E-SECURITY SERVICES ("PERIMETER SLA")**

The following terms and conditions apply to the service levels of Services provided pursuant to this Attachment. In the event we fail to meet the levels defined in Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, you may immediately terminate the Service giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

1. **SERVICE HOURS OF OPERATION.** We maintain Security Operations, Network Operations, and Technical Support departments on a 24 x 7 x 365 basis. You may reach an individual in each of these departments by calling the appropriate support service.
2. **RESPONSE TIME.** We commit to certain incident response times. These commitments are subject to your providing us accurate and current contact information for your designated points of contact. Our failure to respond in accordance with the parameters defined herein will entitle you to receive, as your sole remedy and our sole obligation, credits described below, *provided however*, that you may obtain no more than one credit per day, regardless of how often in that day we failed to meet these parameters.
 - 2.1. **Security and Network Operations Events.** We classify all events as high, medium, or low level. We will identify or begin analysis of high level events within fifteen (15) minutes, medium level events within one (1) hour, and low level events within twenty-four (24) hours of occurrence. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 1 credit for high level events or one-day Tier 2 credit for medium and low level events.
 - 2.2. **Change Requests.** We will make commercially reasonable efforts to begin implementation of changes you request to your service or equipment within twenty-four (24) hours of receipt of the appropriate change control form, requested changes will normally be implemented during Customer's non-business hours. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 2 credit.
3. **SERVICE AVAILABILITY GUARANTEE.** Our commitment is to have the Services available 99.5% of the time and as set forth below. At your request, we will calculate the number of minutes the Service(s) were not available to you in a calendar month ("Service Unavailability"). Service Unavailability will not include unavailability continuing for an hour or less or any unavailability that you fail to report to us within five (5) days. Failure to meet the service level described in this Section will entitle you to receive a Tier 1 credit.
4. **MAINTENANCE.** We reserve the following weekly maintenance windows during which you may experience periodic service outages:
 - (i) Tuesday and Thursday (12 AM – 2 AM ET)
 - (ii) Saturday (12 AM – 5 AM ET)

In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.

5. **CREDIT REQUEST AND PAYMENT PROCEDURES.** For failures to meet service levels herein in a calendar month, you will be entitled to receive a credit as specified below:

- (i) **Tier 1.** Equal to twice the prorated portion of the monthly fee for the affected service; or
- (ii) **Tier 2.** Equal to the prorated portion of the monthly fee for the affected service;

provided however that a breach of this SLA due to Exceptions described below will not qualify for such credits.

To receive a credit under this SLA, you must be current with your payments at the time Service Unavailability occurred. In addition, all credit requests must be submitted in writing, either through our ticketing system, via email or fax, or by certified U.S. mail, postage prepaid. You must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. The total credit amount we will pay to you in any calendar month will not exceed, in the aggregate, half of the total fees invoiced to you for the Services for which a claim is made in the applicable month. (Credits are exclusive of any applicable taxes charged to you or collected by us.)

6. **EXCEPTIONS.** You will not receive any credits under this SLA in connection with any failure or deficiency of the Services or a failure to meet service level caused by or associated with any of the following:

- (i) Maintenance, as defined above;
- (ii) Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
- (iii) Your applications, equipment, or facilities;
- (iv) You or any of your end-user's acts or omissions;
- (v) Reasons of Force Majeure as defined in the MSA;
- (vi) Any act or omission on the part of any third party, not reasonably within our control;
- (vii) First month of service for the specific Services for which a credit is claimed;
- (viii) DNS issues outside our direct control;
- (ix) Broadband connectivity.



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7. COVERED SERVICES. This SLA applies only to the following Services:

Firewall Reporting (1-50 users) (SKU# S-500-2415)



**APPENDIX 1:
SERVICES AND RATE SCHEDULE**

1. **Initial Term:** Commences on the Effective Date and expires on the 36-month anniversary of the Launch Date.

2. **Services to be Removed for this Location:**

Qty	Part Number	Description & Original Contract Number	Sell Price
1	S-201-2017	Managed Network Intrusion Detection (01/27/05)	\$366.66
		Subtotal for Removed Services	\$366.66

3. **Monthly Fees:** You agree to pay the fees stated below for each Seat, Service, or Bundle provisioned during a month for you and your Users; provided that we will bill you and you agree to pay, a minimum monthly fee ("Minimum Fee") equal to the greater of (a) 90% of the subtotal for Monthly Recurring Fees below, or (b) \$100, beginning with our first invoice after the Launch Date. Any Seats or Services you order in excess of the Minimum Fee will be billed at the monthly per unit recurring charge below.

4. **Bundled Services:** We will bill you for bundled services package(s) you order (each a "Bundle") beginning with our first invoice following the Bundle Launch Date. For purposes of a Bundle, the Launch Date will mean the date we first make any service included in the Bundle available to you. Deployment of all services included in a Bundle will be available to you within 30 days of the Bundle Launch Date. However, if, for any service in a Bundle, you either (a) choose to delay deployment, or (b) cause deployment to be delayed beyond 30 days of the Bundle Launch Date, for each such service you later instruct us to deploy, you agree to pay a redeployment fee of \$250 per service.

5. **Installation Fees:** Any applicable pre-deployment installation and set-up fees that we invoice prior to the Launch Date must be paid in full before we will deploy Services.

Pricing excludes taxes. Pricing valid for 30 days from the date of this quote (2/15/2012).

Qty	Part Number	Description	Unit MSRP	Unit Sell	Ext Sell
		Monthly Recurring Fees (Renewal)			
1	S-500-2415	Firewall Reporting (1-50 users)	\$66.66	\$66.66	\$66.66
1	S-500-2417	IPS (1-50 users)	\$120.00	\$120.00	\$120.00
1	S-500-2416	IDS (1-50 users)	\$180.00	\$180.00	\$180.00
		Sub-Total for Monthly Recurring Fees (Renewal)			\$366.66

6. **Component Provisioning Commitments:**

We have not performed an onsite audit of your infrastructure. If different or additional hardware or software is determined during the deployment process to be necessary, we may assess additional charges.

The following terms apply to specific services you have ordered, or may order, under this Attachment.

Software licenses included in the Services are provided by Perimeter and will be revoked upon expiration or termination of this Appendix.

**UTM Services – Any combination of FW, IDS & IPS**

Applies to S-500-2415, S-500-2416, S-500-2415

<input checked="" type="checkbox"/>	Customer-provided	<input type="checkbox"/>	Perimeter-provided
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Note: The current FG60 will be retired. Perimeter will continue to provide firewall reporting for the Cisco ASA5510 and in addition, will also manage the clients Cisco ASA5510 IPS module for IDS/IPS services.

Cisco ASA 5510 Security Plus bundle

- Cisco 8.2.1
- ASA5510-SEC-BUN-K9
- AIP SSM-10 IPS Module
- Includes: 5 Fast Ethernet interfaces, Active/Active and Active/Standby high availability, 3DES/AES license
- 24/7/4 hour hardware replacement with software support
- Perimeter has full management of the device, and retains the system administrator password

<input checked="" type="checkbox"/>	Customer-provided	<input type="checkbox"/>	Perimeter-provided
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Persistent Internet Connection

- One static external IP address needed per device
- If the circuit is ADSL, with it is PPPOE then the client must also provide the username/password

**AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS**

Client hereby authorizes and directs Vendor and the Bank named below to initiate variable entries to the checking account designated below for the purposes of making payments due from the Client to the Vendor pursuant to this Contract. Client hereby represents and agrees that such checking account is and will continue to be maintained primarily for business purposes. Client further agrees that it will maintain at all times sufficient balances in such account to allow Vendor and the Bank named below to charge such account for the charges due from the Client under the Contract referenced above and any subsequent Addendums signed by Client. Unless Client's check is otherwise enclosed, please enclose a blank copy of Client's check for reference purposes.

Depositor Name (Financial Institution)	Branch	Branch Phone Number
Branch City	Branch State/ZIP	
ABA/Routing Number	Financial Account Number	
Client Name on Account		
Authorized Signature on Account		
Client Authorized Signature		Date
Use ACH already on file: YES <input type="checkbox"/> NO <input type="checkbox"/>		
ACH to be used for: (Check one)		
One time payment or deposit only <input type="checkbox"/>	Monthly Payment only <input type="checkbox"/>	Monthly payment and Onetime setup/Deposit <input type="checkbox"/>

Note: Invoices will be provided in accordance with normal invoicing schedule for information purposes and marked "DO NOT PAY, THIS INVOICE WILL BE PAID THROUGH ACH"



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Credit Card Authorization

Customer Name: _____

Cardholder Information:

Name as it appears on the credit card: _____

Card type: ☐ Visa ☐ MC ☐ Amex

Account type: ☐ Individual (personal credit card)

☐ Corporate

Company
Name: _____

Account number: _____

Exp.
date: _____

Billing Address:
(where statement is mailed)

City, State and Zip: _____

Billing Phone: _____

Security Code : _____

3 or 4 digit code located on front or back of card

Email address: _____

Fax: _____

One Time Payment ☐
\$ _____

Monthly Recurring
Payment ☐


Cardholder Signature: _____

Date: _____

Please email a PDF copy of the completed form to ar@perimeterusa.com or fax to (203) 878-1284 Attn: Accounts Receivable

BorderShield™

Customer Service Agreement

Customer Information:		Customer Account # : 10060	
Customer Name and Service Address		Billing Address	
Columbia County		Columbia County	
135 Hernando, Suite 203		Post Office Box 1529	
Lake City, Florida 32055		Lake City, Florida 32056-1529	
Customer Representative: Lisa Roberts		Rep. Title: Assistant County Manager	
Rep. Phone Number: 386-758-1006		Billing Phone Number:	
Rep. Fax Number:		Rep. Fax Number:	
Rep. Email: lisa_roberts@columbiacountyfla.com		Billing Email:	
Partner Information:		Partner Account # :	
Company Name:		Sales Rep:	
Channel Partner:		Referral Partner:	
Other:		Other:	
Services To Be Provided:		Services To Be Provided:	
Service Description	Annual Cost	Service Description	OneTime Annual Cost
Antivirus <input type="checkbox"/>		Security Assessment <input type="checkbox"/>	
IDS <input checked="" type="checkbox"/>		Policies & Standards <input type="checkbox"/>	
Managed Firewall <input type="checkbox"/>		General Consulting <input type="checkbox"/>	
Monitor Firewall <input checked="" type="checkbox"/>		Installation / Configuration <input checked="" type="checkbox"/>	\$ 3,980.00
Quarterly Assessment <input type="checkbox"/>		Security Awareness Train. <input type="checkbox"/>	
URL <input type="checkbox"/>		Hardware <input type="checkbox"/>	
Package Price <input type="checkbox"/>		(List Hardware Type in Notes)	
Total Managed Svc. Cost: \$ 13,200.00		Total Consulting/Install Cost: \$ 3,980.00	
Number of Locations:	4	Sales Tax %:	
Note Service Details Below:		Sales Taxes:	\$ -
Monitored firewall service for 3 firewall locations, Network		Reimbursed Expenses:	\$ -
intrusion detection service for 1 location. Four Fortinet		Total Cost	\$ 17,180.00
FG-60 devices needed for service.			
Invoice Period:		The Term Of This Contract is 12 Months	
Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input checked="" type="checkbox"/>		price quote valid for 45 days	
Representative Authorization:		Customer Authorization:	
GNI Sales Rep: Maureen Kaplan		Agreement Creation Date: 1/24/2005	
GNI Executive Officer Signature		Customer Signature	
			
GNI Executive Officer Printed Name		Customer Printed Name	
		JENNIFER FLINN	

Guarded Networks, Inc. is pleased to enter into this Agreement with the Customer to provide the Information and network security monitoring and assessment services (the Services) as outlined above and on any attached Schedules. This Customer Service Order and Agreement (the "Agreement") is described and entered into as of the date set forth above under the Terms & Conditions of Sale, as outlined on the reverse side hereof, and is by and among Guarded Networks, Inc., a Delaware Corporation ("GNI") and the commercial entity that has executed this Agreement (the "Customer").

Customer Service Agreement AND CONDITIONS OF SALE

TERMS

1. **Term.** The initial term of this Agreement shall be for the time period specified on the prior page (the "Term"), and it shall be renewed automatically upon the expiration of the initial Term and each renewal Term, for successive one (1) year Terms on the anniversary of the date of the Agreement, unless either party notifies the other party in writing, at least ninety (90) days prior to the expiration of any Term, of such party's determination not to renew this Agreement beyond the then existing Term.

2. **Services and Prices.** GNI and its successors and assigns agree to provide to the Customer all initial Assessment, Installation, Training, and follow-on Monitoring Services (the "Services"), and any software or hardware that is required by GNI for the Services (the "Equipment"), during the Term and for the cost as designated above, in accordance with GNI's Services Description and Credit Policy ("Service Policies"). At least sixty days prior to any renewal Term of the Agreement, GNI will provide notice of any increase in its costs for the upcoming renewal Term. Prices quoted are exclusive of all sales, and like taxes. The annual network assessment will be performed in the same calendar month as the initial assessment.

3. **Invoices and Late Payments.** Payment for any Equipment purchased or for all initial Assessment or Installation Services, shall be made in two installments of 50% upfront, and 50% upon completion of the work by GNI. Payment for all recurring Monitoring Services will be invoiced in advance of the Service provided, on a Monthly ☐ or Quarterly ☐ basis. (Check Appropriate Box), and will be due within 15 days after receipt of the GNI invoice by the Customer. Customer shall not make deductions of any kind from any payments due GNI unless a credit memorandum has been issued by GNI to Customer. Payments received by GNI after the respective due dates will be subject to interest at the rate of one and one-half percent (1 1/2%) per month but in no case more than the maximum allowed by law. Provided customer changes the defined assessment date as agreed to by GNI and Customer, Customer acknowledges that they will be subject to an additional fee of \$200.00.

4. **Equipment.** Unless Customer has purchased the Equipment as noted above, (i) the Equipment is provided to Customer by GNI for Customer's use only for the duration of the Term; (ii) GNI agrees that it shall service the Equipment in accordance with its Service Policies and (iii) Customer agrees (a) to use the Equipment only for the purpose of receiving the Services ordered from GNI and for no other purpose; (b) to prevent any connections to the Equipment, which are not expressly authorized by GNI; (c) to prevent tampering, alteration or repair of the Equipment by any person other than GNI's or its vendors' authorized personnel; and (d) to assume complete responsibility for improper use, damage or loss of such Equipment regardless of cause. Customer authorizes GNI and its employees, agents, contractors, representatives, and vendors to enter Customer's premises, with reasonable notice (the "Premises"), in order to install, maintain, repair and/or remove any Equipment, as applicable, provided to Customer by GNI under this Agreement and/or to perform the agreed Services.

5. **Software License.** Any software provided to the Customer as part of the Equipment described in Section 4., is licensed, not sold, to the Customer only for the Term of this Agreement, and may be subject to the terms and conditions of a separate End-User License Agreement.

6. Warranty, Disclaimer of Warranty and Damages.

6.1 **Warranty.** GNI warrants that its Services will be performed using trained and skilled individuals and in a professional manner that accords with industry standards so that they are completed in a diligent and a competent manner. GNI's sole obligation with respect to this warranty shall be to correct any failure on the part of GNI to perform the Services in a diligent and competent manner within thirty (30) days after the Services are performed. The existence of errors or defects in GNI's Services shall not be a basis for finding that GNI's Services have not been performed in the manner warranted above. No representation or other affirmation of fact, including, but not limited to, statements regarding capacity, suitability for use or performance of the Services, whether made by GNI's employees or otherwise, that is not contained in this Agreement, shall be deemed to be a warranty by GNI for any purpose, or give rise to any liability of GNI whatsoever.

6.2 **DISCLAIMER OF WARRANTY.** Section 6.1 Above Set Forth The Only Express Warranty Of GNI And Its Vendors Concerning GNI's Services, The Equipment Or Any Other Deliverable, And Is Made Expressly In Lieu Of All Other Warranties And Representations, Expressed Or Implied, Including, But Not Limited To, Any Implied Warranties Of Suitability, Merchantability Or Fitness For Any Particular Purpose. GNI Does Not Warrant That Any Equipment, Software Or Services Provided Hereunder Will Operate Uninterrupted Or Error Free.

6.3 **Damages.** In no event shall GNI or its vendors be liable for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance or consequential damages, regardless of whether GNI or its vendors have been advised or have reason to know of the possibility of such damages.

Notwithstanding any provision contained herein to the contrary, the maximum liability of GNI to Customer or any person whatsoever arising out of or in connection with this Agreement or any use of or inability to use the Services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to GNI by the Customer hereunder during the six (6) month period preceding the claim. The foregoing limitations of liability will not apply to claims for personal injury caused by GNI's intentional misconduct or gross negligence.

6.4 **Limitation on Actions.** Neither GNI nor Customer may institute any action in any form arising out of this Agreement more than the term outlined in Florida Statute ch. 95.11 (3), four years.

7. Termination.

7.1 **Termination For Breach.** Either party may terminate this Agreement in the event the other party commits a material breach of this Agreement and such breach remains uncured for thirty (30) days following receipt of written notice from the non-breaching party specifying the breach. In addition, GNI may terminate this Agreement in the event that Customer fails to pay any amounts due to GNI, which failure continues for a period of fifteen (15) days following receipt of written notice of such failure.

7.2 **Termination for Insolvency.** Either party may terminate this Agreement immediately and without notice if the other party makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy.

7.3 **Obligations Upon Termination.** Upon termination of this Agreement for any reason: (a) neither party shall be relieved of any obligation or liability that has accrued prior to the date of such termination or expiration (including any outstanding payment obligations of Customer); and (b) Customer will return in good working order all Equipment that has not been purchased, but is provided to Customer by GNI.

8. Miscellaneous.

8.1 **Force Majeure.** Neither GNI nor Customer shall be liable for their failure to perform hereunder due to contingencies beyond their reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, or acts in compliance with any law or government regulation.

8.2 **Applicable Law and Venue.** This Agreement shall be governed and construed in accordance with the substantive laws of the State of Florida, without regard to its conflict of laws provisions. The venue for any action arising out of this Agreement shall be in the applicable state or federal courts located in Florida. The prevailing party in any action shall also be entitled to recover its costs, including reasonable attorney's fees.

8.3 **Severability.** In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder are held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

8.4 **Compliance with Law.** Both parties shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement.

8.5 **Entire Agreement.** This Agreement and any exhibits thereto contains the entire and only understanding between the parties and supersedes all prior agreements, either written or oral, relating to the subject matter hereof. Except as expressly provided herein, no modifications or waivers of this Agreement will be binding on either party unless made in a writing that specifically references this Agreement and is signed by persons authorized to sign agreements on behalf of Customer and GNI.

8.6 **Dispute Resolution.** GNI and Customer agree to work together to resolve any disputed Services or payment. It is incumbent upon the Customer to notify GNI as quickly as possible (60 days maximum) in the event of a dispute related to any Customer Services or invoices.

8.7 **Mutual Confidentiality of Information -** Both GNI and Customer will protect the other's Confidential Information from unauthorized dissemination and disclosure and will use the same degree of care that such party uses to protect its own information, but in no event less than a reasonable care. Notwithstanding the aforementioned, if GNI is provided with any nonpublic personal information regarding the Customer or their customers, as the term nonpublic personal information is defined under Title V of the Gramm-Leach-Bliley Act (Pub. L. 106-102; 15 U.S.C. 6801 et seq.), in the performance of this Agreement, it shall maintain the confidentiality of such information.



PERIMETER

Perimeter E-Security

440 Wheelers Farms Rd Suite 202
Milford, CT 06461
Ph: 1-800-234-2175

Bill to :

Columbia County Court House
135 NE Hernando Ave.
Suite 203
Lake City, FL 32055
USA

Reference # :

Terms : Net 15

Sales Invoice

Invoice # : 85332-SI

Invoice Date : 08/01/2011

Due Date : 08/16/2011

Ship to :

Columbia County Court House
135 NE Hernando Ave.
Suite 203
Lake City, FL 32055
USA

Item	Description	Unit	Quantity	Unit Price	Amount
S-201-2017	Managed Network Intrusion Detection Gateway Defender 1 to 25 Employees	Ea	12	\$366.667	\$4,400.00 T
				SUBTOTAL	\$4,400.00
				TOTAL	\$4,400.00

Annual Billing

Remittance Address:

Perimeter Internetworking Corp.
Dept #106071
P.O. Box 150433
Hartford, CT 06115-0433

****If you have any questions regarding your invoices/billing, please email supportdb@perimeterusa.com to open a ticket, OR call us at 1(800)234-2175, option 1, and state that you have a billing inquiry and would like to open a ticket.*****