

- 1. SERVICES AGREEMENT:** This order form is governed by the terms set forth in the California Multiple Award Schedules (CMAS) Terms under Contract No. CMAS 3-12-70-0133CL known as the “Agreement.” Quest Media & Supplies Inc. (Quest, a California corporation, and City Of Menifee (Client) each referred to as “party” and collectively as the “parties.”

Prior to service commencement, Client MUST COMPLETE the following form for Quest to deploy services described herein. Furthermore, Quest will not deploy services until Client completes the New Customer Information Form.

[New Customer Information Form](#)

TERM: 36 Months

2. SOLUTION DESCRIPTION: QUEST’S VEEAM CLOUD CONNECT BAAS

2.1 Hardware Procurement

- 2.1.1** Client shall procure from Quest two (2) local backup targets for the onetime fee noted in Section 4. Hardware specification shall be for the following (per unit)

2.1.1.1 Dual 8 Core Intel Processors

2.1.1.2 64GB RAM

2.1.1.3 Quantity 2 240GB SSD drives

2.1.1.4 Quantity 5 14TB SAS drives

- 2.1.2** Upon payment to Quest by Client, Client shall own and have title to the hardware, to include three (3) years of vendor parts replacement.

- 2.1.3** Maintenance contracts beyond that of which noted herein shall be the responsibility of the Client to procure, separate from any fee identified herein.

- 2.1.4** Client is responsible to procure at their own expense and separate from this Agreement the Operating System licensing or hypervisor licensing. Furthermore unless otherwise stated within this Agreement, Client shall be fully liable and responsible to procure the necessary software licensing or subscription for use thereof.

2.2 Backup Service – Primary Target

- 2.2.1** Client shall provide, per Section 2.1, the Primary Target platforms.

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- 2.2.1.1** Client is responsible to procure at their own expense and separate from this Agreement any additional storage or material for the Client provided Primary Target platforms.
- 2.2.2** Quest will provide Client with the following Veeam licensing during the Agreement term
 - 2.2.2.1** Quantity three (3) Veeam Physical Hosted licenses Agents
 - 2.2.2.2** Quantity thirty-seven (37) Veeam backup & Replication Enterprise Plus Hosted Licenses for VMWare
- 2.2.3** Quest will maintain backend platform, including platform updates, patches, hot fixes for the duration of the Agreement.
- 2.2.4** Quest will perform troubleshooting and remediation of backup infrastructure (hardware and platform software) issues as part of service.
 - 2.2.4.1** If the failure or issue is outside of backup infrastructure, engagement of Quest resources will be billable per the technical support rates.
 - 2.2.4.2** Client is responsible for maintaining environmental conditions/surroundings (cooling, Uninterrupted Power Supply (UPS), commercial power, rack, access control, etc.) of onsite infrastructure. If failure or issue was due to or caused by Client then Client will be responsible for payment to Quest for remediation efforts, including replacement of hardware/software if necessary.
- 2.2.5** Quest will monitor and alert 24 x 7 on up to forty (40) named servers with the following understanding:
 - 2.2.5.1** Quest will notify Client of any failed job;
 - 2.2.5.2** Quest will perform initial triage of failed job for up to four (4) hours per job;
 - 2.2.5.3** Isolation, troubleshooting, or remediation efforts beyond four (4) hours will be billed per the technical support rates.
 - 2.2.5.4** During service onboarding/implementation, Client will provide Quest with documented named list of jobs for this service.

- 2.2.6** Upon Client request, basic configuration changes to the platform requested on behalf of Client will facilitate through the Quest Network Operations Center for processing. Requested basic configuration changes, up to four (4) hours are included as part of the service. Assistance beyond four hours will be billed per the technical support rates.
- 2.2.6.1** Add and removal of backup job.
- 2.2.6.2** Backup job adjustment.
- 2.2.7** Advanced configuration changes, upon request of Client, may be performed by Quest at the Technical Support Rates, include but is not limited to the following items
- 2.2.7.1** Deployment of new technologies, feature sets, or hardware/software
- 2.2.7.2** Installation, migration, cut over, replacement or deployment of appliances
- 2.2.7.3** Integration of features with 3rd party services (ex. automation, monitoring, authentication, scripting)
- 2.2.8** Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.2.9** Installation of minor point releases (5.1.X to 5.1.XX) are included as part of service for backup environment. Major revision updates or updates for new/additional functionality are not included but can be done under a separate billable project. Version upgrades, changes to platform are available per the technical support rates.
- 2.2.9.1** Criticality and release of update(s) are determined by the manufacturer
- 2.2.9.2** Client and Quest will document the updates process and maintenance window during installation of SLA. Both parties must agree on the patching process prior to implementation of service.
- 2.2.10** Storage overages will be based on peak monthly usage.
- 2.2.11** Client is responsible for verifying, communicating, and notifying Quest of all data (drives, servers, VMs, etc.) that require to be backed up.
- 2.2.12** Client is responsible for providing a list of assets to backup and to notify the Quest Network Operations Center for moves, adds, or changes to backup jobs or additions.

- 2.2.13 Client is responsible for backup policies and retention management of backups.
- 2.2.14 DR Testing is outside of scope of this SLA but is available via optional services offered by Quest.
- 2.2.15 If Client fails to respond or provide direction, Quest reserves the right to adjust/filter alert/thresholds notifications to Client so long as Quest notifies Client of its intention to do so due to misconfiguration or an ongoing event the Client is experiencing which may cause an interruption to Quest's notification service
- 2.2.16 Upon expiration or termination of this Agreement, Quest retains provided software.

2.3 Backup Service –Veeam Microsoft Office 365 Backup Agent

- 2.3.1 Quest will host (cloud to cloud) up to 250 Veeam Cloud Backup for Microsoft 365 agents to Client.
- 2.3.2 Service includes backup capability for Exchange, OneDrive, SharePoint, and Teams up to 100GB per mailbox.
- 2.3.3 Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.3.4 Client, at their own expense and separate from this Agreement, will procure and maintain any Microsoft Office 365 licensing. Quest is not providing nor maintaining any Microsoft licensing on the Client. Client shall be liable and responsible to follow all vendor licensing terms and conditions where applicable.
- 2.3.5 Furthermore, Client assumes full responsibility for Microsoft licensing along with the responsibility for licensing any other products not noted as provided by Quest in this Agreement.
- 2.3.6 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.4 Backup Service – Veeam Cloud Connect

- 2.4.1 Quest will provide two (2) 20 TB off-site for Clients Veeam Cloud Connect BaaS Targets to Client.
 - 2.4.1.1 One (1) 20TB target will be provided to City Hall

- 2.4.1.2 One (1) 20TB target will be provided to Police Department
 - 2.4.2 Target will be hosted out of the Quest data center located in the U.S. Western region.
 - 2.4.3 Quest will provide Client with up to 200 Mbps of ingress bandwidth as part of service. Service also includes four (4) data streams as part of service.
 - 2.4.3.1 100Mbps and 2 data streams will be provided to City Hall
 - 2.4.3.2 100Mbps and 2 data streams will be provided to Police Department
 - 2.4.3.3 During the first 60 days of service, Quest will provide a minimum 300 Mbps of ingress bandwidth. On or around the 61st day, Quest will reduce ingress bandwidth to 100 Mbps thereafter.
 - 2.4.4 Client is responsible for keeping and maintaining Veeam encryption keys, which encode and decode initial data blocks or underlying keys in the key hierarchy. Failure to maintain these keys may result in the inability to restore data. Quest does not have access to any encryption key. These encryption keys include:
 - 2.4.4.1 Session key, meta key, storage key, user key, enterprise manager keys, backup server keys.
 - 2.4.5 Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
 - 2.4.6 Client understands that engagement of Quest for restoring the environment from cloud backup files is a best-effort service and acknowledges that Quest is not responsible for any performance degradation, multiple data copies, loss of data, bandwidth limitations or errors on the restored environment as the success of the restoration or the data at rest depends on the reliability of the backup.
 - 2.4.7 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.5 Veeam Recycle Bin

- 2.5.1** As included with the BaaS offering, Quest will provide the Veeam Recycle Bin service, configured for five days max retention, to Client.

- 2.5.2 Quest is not liable for data moved to recycle bin nor responsible for restoration if data is moved to the recycle bin.
- 2.5.3 Upon Client notice, restoration or recovery of data will be billable per the technical support rates.
- 2.5.4 Upon expiration or termination of this Agreement, Quest retains software provided herein.

2.6 Backup Service – Protected Storage Target

- 2.6.1 Quest will provide two (2) off-site protected storage targets to Client each with capacity up to 20 TB.
 - 2.6.1.1 One (1) 20TB target will be provided to City Hall
 - 2.6.1.2 One (1) 20TB target will be provided to Police Department
- 2.6.2 The object lock period is 20 days plus 10 days. This offering does not apply to the Office 365 Cloud Backup service
- 2.6.3 Upon expiration of the object lock period, data may be altered/deleted.
- 2.6.4 Quest will utilize the Veeam Cloud Connect secondary copies to create the immutable storage copy of the backups. This will be a one-to-one replica of the Veeam Cloud Connect Secondary copies.
- 2.6.5 Client understands that engagement of Quest for restoring the environment from cloud backup files is a best-effort service and acknowledges that Quest is not responsible for any performance degradation, multiple data copies, loss of data, bandwidth limitations or errors on the restored environment as the success of the restoration or the data at rest depends on the reliability of the backup.
- 2.6.6 Upon Client notice, restoration or recovery of data will be billable per the technical support rates

2.7 Service Onboarding / Installation

- 2.7.1 Quest will perform the following items during Service onboarding or installation per the onetime fee(s) noted in Section 4. Items not listed or noted as not included are not

included in the onetime fee and any engagement of Quest to perform such activities will be done on a time and material basis per the technical support rates.

2.7.2 Backup as a Service – Primary Targets

- 2.7.2.1** Quest will acquire on behalf of the Client the two (2) primary target platforms.
- 2.7.2.2** Quest will perform basic setup/configuration of the platforms (remote only).
- 2.7.2.3** Quest will ship platforms to Client. Client is responsible for onsite racking of Quest platform.
- 2.7.2.4** Client to provide backup/replication server job information, including job name, device name, IP address, server type, retention policy, backup schedule for all devices to be included in the backup service.
- 2.7.2.5** Quest will configure Client provided server information on the Quest platforms. Client responsible for any configuration that may be necessary on the Client server/devices.
- 2.7.2.6** Quest will configure platforms for backup/replication job monitoring.
- 2.7.2.7** Quest will perform two (2) event-tuning calls with Client prior to bringing device live for monitoring.

2.7.3 Cloud Target Provisioning Services

- 2.7.3.1** Quest will provision cloud targets

2.7.4 Software Provisioning

- 2.7.4.1** Quest will email Client licensing information

3. Service Components

3.1 Quest and Client have identified the following list of components (the “services” and collectively, the “services package”).

Group	Components	Qty.	Unit Measurement
2.1	Hardware Procurement	2	Per Unit
2.2	Backup Service Veeam Physical Agent	3	Per Agent
2.2	Backup Service Veeam VMWare Agent	37	Per Virtual Machine
2.2	Backup Service Job Alert Notification	40	Per Server
2.3	Backup Service Veeam Microsoft Office 365 Backup Agent	250	Per Mailbox
2.4	Backup Service Veeam Cloud Connect (City Hall)	20	Per TB
2.4	Backup Service Veeam Cloud Connect (Police Department)	20	Per TB
2.4	Backup Service Data Stream	4	Per Stream
2.4	Backup Service Bandwidth	200	Per Mbps
2.5	Backup Service Veeam Recycle Bin	5	Per Day Retention
2.6	Backup Service Protected Storage (City Hall)	20	Per TB
2.6	Backup Service Protected Storage (Police Department)	20	Per TB

4. INVESTMENT AND TERMS:

4.1 The following table identifies Client's investment for the service package.

Quest Select Service Package	Term	Service Charges
Selected Service Package (Services listed in Section 2.1)	N/A	\$23,307.00 Onetime Includes Tax and shipping
Selected Service Package (Services listed in Section 2.2 – 2.6)	36 Months	\$49,051.00 / Year
Service Onboarding / Installation Per services noted in Section 2.7	NRC	\$6,000.00 Onetime
Customization, How to Support, Configuration Services	-	Time and Material

4.2 All fees are in US Dollars.

4.3 Incident Response, data and/or application migration services are available upon request for an additional fee/cost.

4.4 Technical support provided by Quest that falls outside of the noted included service(s) shall be billed by Quest on a time and materials basis pursuant to the following rate schedule.

4.4.1 Technical Support Rates

Remote (Quest NOC) Support (billed in 15-minute increments)

Cable Plant at Quest Data Center	\$88 per hr.
Desktop/Printer	\$90 per hr.
Project Coordinator	\$98 per hr.
Video Surveillance, Access Control	\$110 per hr.
Audio/Video, Video Conferencing	\$110 per hr.
Router, Switch, Server, or Storage	\$195 per hr.
Program or Project Manager	\$155 per hr.
SQL, .NET, SharePoint	\$225 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$225 per hr.
DevOps/SSO/Orchestration Engineer	\$240 per hr.
Security Incident Emergency Response Resource	\$275 per hr.

On-Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

Data Cabling	\$95 per hr.
Desktop/Printer	\$95 per hr.
Project Coordinator	\$125 per hr.
Video Surveillance, Access Control	\$125 per hr.
Audio/Video, Video Conferencing	\$125 per hr.
Router, Switch, Server, or Storage	\$210 per hr.
Program or Project Manager	\$175 per hr.

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SQL, .NET, SharePoint	\$240 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$240 per hr.
DevOps/SSO/Orchestration Engineer	\$275 per hr.
Security Incident Emergency Response Resource	\$275 per hr.

After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

Data Cabling	\$110 per hr.
Desktop/Printer	\$130 per hr.
Video Surveillance, Access Control	\$150 per hr.
Audio/Video, Video Conferencing	\$175 per hr.
Router, Switch, Server, or Storage	\$250 per hr.
SQL, .NET, SharePoint	\$275 per hr.
VoIP, Firewall, Security, Mobility, VMware, or Citrix	\$275 per hr.
DevOps/SSO/Orchestration Engineer	\$295 per hr.

4.4.2 Emergency Incident Threat Response Services - billed per hour with minimum amounts determined at time of incident:

- 4.4.2.1** Immediate response to threat
- 4.4.2.2** Assess your security posture against the threat
- 4.4.2.3** Determine the level of effort required to protect Client assets
- 4.4.2.4** Work to prevent, detect, and respond to incidents
- 4.4.2.5** Identify and mitigate complex security vulnerability
- 4.4.2.6** Provide risk analyses and recommendations for threat eradication
- 4.4.2.7** Provide forensic analysis to determine extract threat vector

4.5 Rates listed above exclude Professional Service engagement(s) and/or project(s) and are subject to rates listed in any separate engagement documents. Please contact the Quest account manager, technical consultant, or service manager for engineering rates that may fall outside of listed engineering services.

4.6 Quest reserves the right to adjust technical support rates.

4.7 Costs for the services will be billed and paid at the beginning of each year by Client through an Automatic Clearing House (ACH) process. Schedule A, attached hereto, must be completed and returned to Quest prior to the commencement of services.

4.8 Payments returned for non-sufficient funds, stop payment requests, or a closed account will result in a collection fee of \$75.00 for the first offense plus the amount to be collected. Subsequent offenses will result in a \$225 returned payment fee, per offense, plus the amount to be collected thereafter.

4.9 Client hereby orders the services set forth above and agrees to the terms and conditions herein as part of the Service Terms (Exhibit A), which are incorporated by reference with this order form, and Quest shall reserve the right to update Exhibit A as necessary. Quest will provide Exhibit A upon request from Client.

5. OVERAGES, ADD-ON FEES

5.1. Quest will invoice Client for non-recurring charges and other services (e.g. usage, overages, material) when such services are provided, requested or not, and based on the peak quantity for that month.

5.1.1. Fees will be charged automatically each month for NRC/other services incurred during that month or any preceding months. (See Section 5.2)

5.1.2. Client may choose to execute Add-on Addendums to increase the base service amount and to take advantage of the pricing tiers, billed annually (See Section 5.3).

5.2. For described services herein, if Client shall exceed at any time during any month the service base quantities as noted in Section 3 Client will be billed monthly per the fees noted below.

5.2.1. Backup Service Veeam Cloud Connect: \$35.00 per TB

5.2.2. Backup Service Veeam Recycle Bin: \$15.00 per day

5.2.3. Backup Service Protected Storage: \$30.00 per TB

5.2.4. Backup/Replication Job Monitoring: \$65.00 per server

5.2.5. Backup Service Veeam O365 Backup Agent: \$9.00 per license

5.2.6. Backup Service Veeam Physical Backup Agent: \$18.00 per license

5.2.7. Backup Service Veeam VMware VM Backup Agent: \$16.00 per license

- 5.3.** For described services herein, if Client shall execute an addendum to increase the service base amount as noted in Section 3, the following Add-on fees shall apply according to the schedule and amount, billed annually.

5.3.1. Future Add-on Backup Service Veeam Cloud Connect

Months Remaining	Add-on Fee per TB per Month
25-36	\$15.00
13-24	\$25.00
0-12	\$30.00

5.3.2. Future Add-on Backup Service Veeam Recycle Bin

Months Remaining	Add-on Fee per Day per Month
25-36	\$1.00
13-24	\$2.00
0-12	\$5.00

5.3.3. Future Add-on Backup Service Protected Storage

Months Remaining	Add-on Fee per TB per Month
25-36	\$10.00
13-24	\$15.00
0-12	\$20.00

5.3.4. Future Add-on Backup/Replication Job Monitoring

Months Remaining	Add-on Fee per TB per Month
25-36	\$25.00
13-24	\$35.00
0-12	\$45.00

5.3.5. Future Add-on Backup Service Veeam O365 Backup Agent

Months Remaining	Add-on Fee per Agent per Month
25-36	\$2.75
13-24	\$4.25
0-12	\$6.50

5.3.6. Future Add-on Veeam Physical Backup Agent

Months Remaining	Add-on Fee per Agent per Month
25-36	\$10.00
13-24	\$12.00
0-12	\$14.00

5.3.7. Future Add-on Veeam VMware VM Backup Agent

Months Remaining	Add-on Fee per Agent per Month
25-36	\$7.75
13-24	\$9.50
0-12	\$12.00

The signatures below denote agreement to and approval by authorized representatives for the execution of this agreement:

CLIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

QUEST:

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A TO SERVICE LEVEL AGREEMENT

Authorization Agreement for Direct Payments (ACH Debits)

As a condition to Quest entering into the attached Service Level Agreement, Client hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Quest to initiate debit entries to the account identified below ("account") at the Depository Financial Institution identified below ("DFI") and debit the same to the account for any advance payment(s), installation fee(s), or monthly service fee(s) required by the Service Level Agreement.

The undersigned further represents and warrants that (i) the undersigned is a duly authorized representative of Client; (ii) the account is a business account and is not an account used for personal or household purposes; and (iii) if the account is closed for any reason whatsoever, Client will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the account identified herein.

Name of DFI			
DFI's Routing Number (<i>9 digits only</i>)			
Account Number			
Branch	City	State	Zip

This authorization will remain in full force and effect until Client provides Quest with written notification of Client's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford Quest and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Client		Date
Company Name:		
Phone Number	Federal Tax Identification Number	

Important Notification about ACH Debits

Quest will automatically debit the account for periodic applicable payments as set forth above. Quest will invoice Client directly until the ACH debits are implemented as set forth in the lease agreement. Client must remit all invoices received from Quest by their respective due date. Once ACH debits are implemented, Client will continue to receive invoices from Quest that will be labeled as "ACH Processed. We will automatically draft your account for the amount detailed on the attached."

Client (initial): _____

Email for ACH notification: _____