

**Harris Govern
Offsite Backup Service Addendum**

This Offsite Backup Service Addendum ("OSB Addendum") entered into between **Harris Govern**, an unincorporated business unit of Harris Local Government Solutions Inc. ("Harris Govern") and **Polk County Tax Office** ("Licensee") on this 22nd day of July, 2020 ("Effective Date") amends that certain Master License and Services Agreement ("Agreement"), the terms of which are incorporated herein by reference, entered between the parties hereto on February 17, 2015. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement. If the terms of this OSB Addendum conflict with any terms or provisions of the Agreement, the terms of this OSB Addendum shall prevail. The parties hereto agree as follows:

1. Offsite Backup SERVICE

During the term of this OSB Addendum, Harris Govern agrees to provide Licensee an offsite backup service, referenced as Veeam, for its PACS database and related files ("OSB Service") as further described in Exhibit A, attached hereto and made a part hereof.

2. TERM AND TERMINATION

The term of this OSB Addendum shall begin on the Effective Date and continue in effect for an initial term of one (1) year. Thereafter, hereafter, this OSB Addendum shall renew on an annual basis unless and until one party provides the other with written notice of termination at least thirty (30) days prior to the annual renewal date.

3. FEES

In consideration for the OSB Services provided herein, Licensee agrees to pay the fees set forth in Exhibit B. Harris Govern shall invoice Licensee quarterly, and Licensee shall pay Harris Govern the invoiced amount in full on or prior to thirty (30) calendar days after the date of each Harris Govern invoice.

For any amount not received by Harris Govern by the thirtieth (30th) calendar day after the date that the payment was due, Harris Govern may levy interest in accordance with the Agreement.

IN WITNESS WHEREOF, the authorized parties have entered into this OSB Addendum as of the Effective Date.

HARRIS GOVERN

POLK COUNTY TAX OFFICE

By: 

By: 

Title: VP of Sales & Marketing

Title: Polk County Judge

Name: Chang Kim

Name: Sydney Murphy

EXHIBIT A

Description of Offsite Backup Service

Upon execution of the OSB Addendum, and as required to provide the OSB Service, the parties agree to the following:

1. Schedule a time upon which Veeam can be installed on Licensee's PACS database server by Harris Govern, which shall be completed through remote access.
2. Configure Veeam to backup files and the SQL database containing the client data and files to back up each night to the remote offsite storage facility that Veeam maintains.
3. Configure Veeam daily notifications to alert the Licensee and Harris Govern staff if a backup should fail. Harris Govern will provide a one hour training session with the client technical contact on alerts and how to monitor and maintain the backup process.
4. Harris Govern shall begin billing for the OSB Service once implementation and training have been completed. To conduct a one-time follow-up meeting within three (3) months of the OSB Service going into production to review backup progress and assess whether any further changes are needed.

Backup Performance/Speeds.

Notwithstanding the foregoing, Licensee understands, acknowledges and agrees that the backup speeds and performance are dependent upon Licensee's Internet connectivity and that Harris Govern does not warrant that the performance of the OSB Service will be without interruption or error free based on Licensee's Internet connectivity or any other technological infrastructure or dependencies that extend beyond the OSB Service Harris Govern is providing hereunder. Licensee further understands, acknowledges and agrees that a full backup to the offsite location may take several weeks and will be highly dependent on Internet bandwidth at the Licensee's site. To the extent Licensee desires to improve backup speeds and performance to further enhance the OSB Service it may do so at its expense.

OSB Service Support.

If a client should have a support issues with this backup software they can contact Veeam support or Harris Govern directly for assistance. Harris Govern will not be liable for offsite backup monitoring and is therefore the responsibility of the client to periodically monitor this service. We will also facilitate large data restores per the billable list noted in Exhibit B.

EXHIBIT B

Fees

Licensee agrees to pay the following as consideration for the OSB Service provided by Harris Govern:

One Time Setup Fee	\$185.00
Monthly Offsite Backup storage (per GB)	\$.48/GB
Monthly Server License Fee (per server)	\$6.95

Estimated Client offsite backup storage needs with 12 months of growth = 50 GB

Quarterly backup cost = \$92.75

Annual backup cost = \$371.00

Unlimited internet or network attached storage ("NAS") restores can be done at no charge

Optional Fees

Additional offsite backup storage can be purchased at a later date but will require a new agreement to summarizing the changes

Large Data restores:

Media (DVD/External Drive) restores are available but have separate costs:

1. \$87 For Processing and handling
2. \$.62/GB Data
3. \$300 Professional Services fee +\$185/hour each hour thereafter
4. Media restores over 100GB will include an external drive

All Optional Fees will require a separate work estimate as required. Pricing for Optional Fees are subject to change based on the then current rates.

EXHIBIT C

Maintenance

1. DESCRIPTION OF MAINTENANCE

- 1.1** During the term and subject to the below, Harris Govern shall:
- (a) Provide reasonable technical assistance and consultation by telephone, facsimile, email or by mail to Licensee from Monday through Friday from 8am – 5pm CT.
- 1.2** Licensee acknowledges that Licensee's exclusive remedy hereunder is set out in Section 1.1 above and that Harris Govern has no liability, either express or implied, for any erroneous processing or processing errors whether or not attributable to Veeam.
- 1.3** Harris Govern may, at its discretion, discontinue Maintenance Services on a particular item of Veeam at any time during the term by giving Licensee at least six (6) months' prior written notice of such discontinuation. In such event, Licensee shall have the right to terminate this OSB Addendum by providing Harris Govern with at least thirty (30) days prior notice of its intent to terminate.