Hayes ProtectCloud Local Vault
For State of Florida Clerks
Local Capacity-on-Demand Agreement

This Agreement is made on this, the _9th_ day of __November__ , 2017, between Hayes e-Government Resources, Inc., a corporation organized and existing under the laws of the State of Florida, with its offices at 2551 Welaunee Blvd., Tallahassee, Florida 32308 (hereinafter referred to as "Hayes") and the Clerk of Court, __Tim Sanders__ , Florida (hereinafter "Participant").

Hayes has developed a capacity-on-demand procurement model to enable Participants to enter into an agreement with Hayes to deliver and support the ProtectCloud Local Vault (hereinafter referred to as LV), a local disk based appliance for the purposes of backup at the Participant's location.

SECTION A – GENERAL PROVISIONS
1. Term of Agreement/Renewal
This Agreement shall commence on the date above published and shall continue in effect until terminated in accordance with its terms.
a. This Agreement may be amended only by the written agreement of the Parties.
b. Participant subscribes for 60 months of ProtectCloud LV Service
c. The Initial Term for your LV service commences on the date of completed implementation as agreed upon in a Statement of Work.
d. Upon mutual agreement, the Parties may renew the Contract any number of times. Each renewal must be in writing and signed by both parties.
e. If a mutually agreed upon renewal has not been executed at the conclusion of the initial term, this contract will renew for six (6) months at the rates agreed upon during the Initial term in Attachment A. The contract will continue to renew for six (6) month periods until a renewal contract is agreed upon or notification of termination of the service is received in accordance with Section C and Section E of this agreement.
f. During any automatic six (6) month renewal period, Hayes is under no obligation to add additional hardware equipment or provide additional software licenses for the Participant's consumption or at the Participants location. In addition, maintaining manufacture support of the hardware and software currently being consumed by the Participant or located at the Participant's location is at the discretion of Hayes.
g. Participant's performance and obligation to pay under this agreement are contingent upon the availability of funds appropriated by the Legislature.

2. Limitations of Liability
a. With respect to any data as it resides in the Participant's databases and systems and until and after it is provided to the LV by the Participant, the parties agree that Participant, and not Hayes, is responsible for any inaccuracies in the same and any resulting consequences there from to any person or entity, except as otherwise limited by this Agreement.
b. Hayes and/or Participant is not responsible for events beyond its reasonable control or for inaccuracies of data stored on or retrieved from the LV.
c. This Limitations of Liability section shall survive termination of this Agreement. Notwithstanding the foregoing, Hayes and Participant agree that by entering into this Agreement Participant does not waive any rights of sovereign immunity granted to Participant under the Constitution or the laws of the State of Florida.

Hayes
Jeff Chaffin
Director of Cloud Services
Hayes
2551 Welaunee Blvd.
Tallahassee, FL
850.297.0551 x164
jchaffin@hcs.net

PARTICIPANT
_Tim Sanders_____
_Jefferson County Clerk of Court___
_1 Courthouse Circle_____
_Monticello, FL 32344_____
_(850)342-0218 ext 232_____
_tsanders@jeffersonclerk.com____
_____

SECTION D - TERMINATION PROVISIONS

a. At the option of either party, this Agreement may be terminated upon the other party's material breach of any term, provision or condition of this Agreement, which breach is not cured following sixty (60) days written notice to party specifying the breach or if party has not, in good faith, instituted a cure within said sixty (60) day period of receipt of such written notice and continued diligently to effectuate a cure provided such cure can be reasonably accomplished within ninety (90) days of receipt of such notice.

b. Any notice in connection with termination by either party shall be in accordance with Section C of this Agreement titled "Notices".

SECTION E - ASSIGNMENT

No party hereto may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment of this Agreement without the permission of the other party shall be null and void.

SECTION F- AGREEMENT CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Florida, without reference to its choice of law provisions. In the event of any inconsistency between the terms of this Agreement and the terms set out in any Attachment hereto, the terms of this Agreement shall govern unless the Attachment specifically references the particular provision of this Agreement to be modified in the Attachment and expressly provides that it shall govern.

SECTION G - ILLEGAL PROVISIONS

If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION H - ENTIRE AGREEMENT/GENERAL

No amendment, waiver, or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall not bind any party to this Agreement.

SECTION I - CONTRACT VENUE

The formation, interpretation, and performance of this Contract shall be governed by the laws of the State of Florida; exclusive venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be Polk County, Florida.

3. Payment and Financial Administration
a. To participate in the ProtectCloud Local Vault agreement, the Participant shall be charged a monthly fee based on the subscribed services as selected from Attachment A, Price Schedule.
b. The Participant shall indicate which services from Attachment A are desired by initialing and dating each service line item desired.
c. To add additional services from Attachment A during the contract period, the Participant shall indicate the additional services desired by initialing and dating the additional desired line items and submitting it to Hayes.
d. Services in Section 1 of Attachment A will be billed at a per GB, per month rate and be calculated by the maximum amount of usable capacity consumed in the local Vault during the given billing cycle.
e. Services in Section 2 of Attachment A will be billed at a per TB, per month rate and be calculated by the maximum amount of Source Data being protected during the given billing cycle.
f. Monthly consumption is calculated using the AutoSupport daily email reports that are generated by the LV appliance(s). Both the Participant and Hayes have access to the daily AutoSupport email reports.
g. In the even that Hayes is no longer receiving AutoSupport email reports from the LV appliance(s) and the Participant fails to correct the issue within two billing cycles from official notification from Hayes, Hayes will bill at the contracted rate for the maximum capacity available in the LV appliance(s).
h. All Services in Section 1 will be billed by the total capacity consumed in the LV appliance(s), NOT the amount of data the individual service may apply to.
i. Payment by Participant to Hayes shall be made within 30 days of the invoice date for the prior ending months billing period. A billing period is defined as a calendar month and the number of days in a billing period will vary.

4. The Minimum Monthly Capacity Commitment (MMCC)
a. Participant agrees to pay a minimum monthly capacity commitment each month as shown in Attachment A.
b. Actual data Stored on the LV appliance(s) may decline below the MMCC.
c. Hayes shall always make available capacity equal to or greater than the MMCC.
d. The MMCC will never exceed 75% of the maximum billable capacity consumed within the contract period.

5. System Functions
The LV, as developed and implemented pursuant to this Agreement, shall be designed to provide the following functions:
a. Each appliance delivered to the Participant as part of the LV, shall include the appropriate licensing required to conduct replication to the Data Vaulting Service provided by the FCCC or other appliance from the same manufacture.
b. Certain appliance functionality and options as advertised by the manufacture may not be available through the LV service.
c. Each appliance delivered to the Participant as part of the LV, shall have the ability to deduplicate the data written to the device. Hayes makes no promises as to the expected deduplication ratios or overall compression a Participant might realize.
d. Additional billable functionality and features and the associated pricing schedule offered by Hayes and accepted by the Participant by mutual written agreement may be added to the existing monthly billing schedule and shall become part of the existing agreement and shall adopt the term of the existing agreement.

6. System Security

a. System security and user access to the LV shall be the sole responsibility of the Participant. Hayes may not be held responsible for any inappropriate access or loss of data that resides on the LV appliance(s).

b. Hayes shall make available to the Participant the latest code and/or firmware as released by the appliance manufacture. Hayes shall not assume any liability for any data loss, corruption or inappropriate access due to bugs or vulnerabilities in the appliance(s) or code.

c. It shall be the responsibility of the Participant to maintain the latest version of the manufacture code on the appliance(s) as made available by Hayes. Hayes shall not assume liability for any data loss, corruption or inappropriate access as a result of the Participant's failure to install or inappropriate installation of the most recent version of the manufacture supported code.

7. Custodian of Records

a. This agreement shall not abridge in anyway the Participant's authority as custodian, pursuant to the Florida Statutes.

b. It is the prerogative of the Participant to control all data within the requirements of the LV.

SECTION B - RESPONSIBILITIES

1. Hayes Responsibilities

a. Hayes shall be responsible for the design, development, and standard implementation of LV.

b. Hayes shall be responsible for the initial load, and hardware maintenance of the LV. Hayes will make available resources to assist with LV software updates, however it will be the Participant's responsibility to schedule, test and manage such updates.

c. Hayes shall make available to the Participant 24/7/365 access to the Hayes Help Desk.

d. Hayes shall provide Next Business Day Parts Delivery for LV hardware failures.

e. Hayes shall comply with all public records requirements for documents, papers, letters or other material made or received by Hayes in conjunction with this agreement.

2. Participant Responsibilities

a. Participant shall be responsible for providing secured networking capability between the LV any replication target. Participant is responsible for any costs associated with installation, upgrading, or modifying existing network infrastructure to provide adequate bandwidth to accommodate data flow between the LV and any replication target.

b. Participant shall be responsible for providing all necessary, rack space, power, cooling, network connectivity and any other environmental and infrastructure requirements appropriate to the LV appliance(s).

c. Participant shall make every effort to work with Hayes technical staff in coordinating technical requirements of this agreement.

d. Participant shall appoint a local Backup Administrator, who shall be responsible for the security of all administrative and user passwords issued to users within the Participant's jurisdiction and shall be the primary point of contact for communications between Hayes and the Participant.

e. Participant shall make available the appropriate connectivity for the LV appliance(s) to send daily AutoSupport email reports to Hayes.

SECTION C - NOTICES

All notices shall be in writing and shall be considered effective three (3) days after mailing or upon proof of receipt of such notice and shall be directed to the parties to this Agreement as shown below:

IN WITNESS TO THEIR AGREEMENT TO ALL OF THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement effective the day and year first above written:

Hayes e-Government Resources, Inc.
Karen Hayes
President

Jefferson County Clerk of Court
Tim Sanders
Clerk of Court & Comptroller, ad interim

_____

Attest: _____

ATTACHMENT A
Hayes ProtectCloud Local Vault Pricing Schedule
Pursuant to the above Agreement, Participant shall reimburse Hayes for requirements of Agreement as follows:

SECTION 1 SERVICES BILLED PER GB PER MONTH
The Following Services shall be billed at a per GB, per month rate and be calculated by the maximum amount of usable capacity consumed in the local Vault.

| X _~KH~_ 11/13/17 | Standard ProtectCloud LV Vaulting services | $.30 |
| (Selected) (Initials) (Date) | Initial Minimum Billable Capacity of _1000_ GBs | |

_____ _____ _____
(Selected) (Initials)   (Date)
Data At Rest Encryption Service $.01

_____ _____ _____
(Selected) (Initials)   (Date)
Retention Lock Service (Governance & Compliance) $.01

_____ _____ _____
(Selected) (Initials)   (Date)
Boost or OST API Integration $.01

SECTION 2 SERVICES BILLED PER TB PER MONTH

The Following Services shall be billed at a per TB, per month rate and be calculated by the maximum amount of Source Data to be Protected by the Software Suite.

_____ _____ _____
(Selected) (Initials)   (Date)
Enterprise Backup & Management Software Suite $195.00
Initial Minimum Billable Capacity of _0_ TBs

IN WITNESS TO THEIR AGREEMENT TO ALL OF THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement effective the day and year first above written:

Hayes e-Government Resources, Inc.   Jefferson County Clerk of Court
Karen Hayes   Tim Sanders
President   Clerk of Court & Comptroller, ad interim

_____   _____