

Perception

MANAGED SERVICES

by



Business Technology Services

Data Backup Service Agreement

Client:

**Town of East Montpelier
40 Kelton Rd. PO Box 157
East Montpelier, VT 05651**

CONFIDENTIAL

Effective Date: **10/1/19**

Monthly Pricing

Product	Quantity	Price/ea./mo.	Estimated Total/Mo.
Cloud Connect Backup Workstation License			
Cloud Connect Backup VM License			
Cloud Connect Backup Server License			
Agent Workstation			
Agent Server	1	\$13.00	\$13.00
Estimated Data Storage per GB	122.02 as of 10/9/2019	.70	\$85.41
Total Estimated Price per Month			\$98.41
<i>*Actual usage will be updated and billed automatically</i>			
Data Tiers			Price/ea./mo.
Data Storage 1GB - 350GB			\$0.70
Data Storage 351GB – 1TB			\$0.60
Data Storage >1 TB			\$0.50

Perception Backup Services

1. **Services:** rbTechnologies agrees to provide data backup services to Client as outlined in this agreement.
2. **Requirements of this agreement:** This agreement is in force only while Client has a valid Perception Monthly Services agreement in place.
3. **Effective Date and Renewal:** This agreement shall commence on the Effective Date, and shall continue for an initial term of twelve (12) months, and shall thereafter automatically renew for successive twelve-month terms unless rbTechnologies or the Client provides written notice of non-renewal at least 30 days before the next renewal date.
4. **Rate Adjustments:** rbTechnologies reserves the right to adjust the service rate on the annual renewal.
5. **Client Responsibilities:** Client is responsible for identifying all data that is to be protected under this agreement, including:
 - a. All data to be backed up to our data center
 - b. All data that will be backed up to local storage
 - c. Client is responsible for providing or purchasing hardware and software that is required for the storage of local backup and Cloud Connect backup and recovery components. Client agrees to meet all minimum system requirements as defined by rbTechnologies.
 - d. Client must provide written notification to request reduction of protected data.
6. **Software:** We will license to you the Software required to provide the Service, at the rates outlined below. The software license agreement is between you and Veeam, and all of the terms and conditions of

the Software is in full effect. Your use of the Service signifies your explicit agreement to all of the Terms and Conditions in the Veeam Software Licenses.

7. **Support:** Support of the hardware or software involved in providing this Service is Out Of Scope of this Service, and will be billed at rbTechnologies current rates according to your Perception Managed Services Agreement. This billable service work shall include, but is not limited to:
 - a. Configuration of the Backup System, including any hardware or software required by it, regardless of whether it is provided by rbTechnologies as a Service, or licensed directly by the Client.
 - b. Configuration of backup jobs, time windows, data storage or data retention plans.
 - c. Transmission or retrieval of backup data to or from our facility
 - d. Configuration, storage and retrieval of initial backup data ("Seed" data).
 - e. File or data restoration, whether local or offsite
 - f. Disaster recovery
8. **Internet Connectivity:** Client agrees to provide a Broadband Internet connection that provides sufficient capacity to transmit Client's data to our facility. Client further agrees to increase the capacity of their Internet connection as required by the volume of data being transmitted, as specified by rbTechnologies.
9. **System Availability:** Client agrees to keep Protected Systems running and connected to the Internet 24 hours per day, 7 days per week.
10. **Damages and Warranty:** We believe that the use of this Service will greatly increase your likelihood for successful retrieval of lost data from a backup copy you have stored on our service. We will always do our best to provide effective methods of storage and retrieval of your data. However, WE MAKE NO GUARANTEE OR WARRANTY THAT THE SYSTEMS AND SERVICES WILL AVERT, AVOID, OR PREVENT THE LOSS OF FILES, DATA, OR INFORMATION THAT WE MAINTAIN. Any combination of natural disaster, technological failures and/ or human activities may cause the loss of our copies of your data.
11. **Billing:** Services under this agreement will be billed on the first day of each month, for the previous month (in arrears), as itemized in our monthly Perception Backup Service invoice.

Client:

Town of East Montpelier

**40 Kelton Rd. PO Box 157
East Montpelier, VT 05651**

Primary Contact Name: Bruce Johnson
Title: Town Administrator

Client Signature: _____