

Main: 855-255-5001

Fax: 303-373-1077

Web: www.newcloudnetworks.com



We've Prepared a Quote For You
Mt. San Antonio College Cloud Connect

Quote #001747

Version 1

Prepared For

Mt. San Antonio College

Chris Schroeder

Main: 855-255-5001
 Fax: 303-373-1077
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Prepared For:

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Quote ID: 001747

Date: 02/29/2016

Expires: 03/25/2016

Veeam Cloud Connect

Description	Qty	Monthly	Total
Veeam Cloud Connect Storage - Per GB	10240	\$0.10	\$1,024.00
Veeam Backup & Replication™ Enterprise Plus v9 - SPLA	0	\$24.95	\$0.00

Veeam Cloud Connect Monthly Subtotal **\$1,024.00**

One Time Fees

Description	Qty	Price	Total
Cloud Connect Setup Fee	0	\$250.00	\$0.00

One Time Fees Subtotal **\$0.00**

Monthly Expenses

Description	Amount
Veeam Cloud Connect	\$1,024.00

Monthly Total **\$1,024.00**

Recurring Payments

Description	No. of Payments	Amount
36 Month Contract	36	Monthly
		\$1,024.00

Payment shall be due to NCN as of the ____ day of each month. Payment made more than (30) business days after the due date shall be considered late, and a material breach of the Agreement.

Signature

Date

Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is between iLoka, Inc. dba NewCloud Networks on behalf of itself and its Affiliates (collectively referred to herein as "NewCloud Networks" or "NCN"), with offices at 160 Inverness Drive West, Suite 100, Englewood, CO 80112 and Mt. San Antonio College ("Customer") for services ("Services") provided by NCN as ordered or accepted pursuant to a Services Schedule ("Schedule") attached to this Agreement. Services covered under this Agreement include Backup, Disaster & Recovery ("BDR"); Cloud Connect; vCloud; Desktop-as-a-Service ("DaaS"); Managed Services; and Hosted PBX Services. The Customer's use of the Services as reflected in the appropriate Schedule is governed under the terms and conditions specified in this Agreement, which incorporates (1) acceptance of the NCN Service Level Agreement for Cloud Computing Services ("SLA") if applicable and (2) compliance with the NCN Acceptable Use Policy ("AUP"). The SLA and AUP may be found under "Our Support" on NCN's main website (<http://www.newcloudnetworks.com/service-level-agreement.html> & <http://www.newcloudnetworks.com/acceptable-use-policy.html>). Customer agrees that (1) Customer has accepted the Agreement in its entirety, (2) agrees to be bound by the Agreement, and (3) the Agreement constitutes a binding and enforceable obligation between NCN and Customer. NCN will provide written notification that the terms of the SLA and/or AUP have been modified, within ten (10) days of such modification.

Section 1. Schedule

1.1 Submission and Acceptance of Schedule. Customer may place an order for Services by signing or otherwise acknowledging the appropriate Schedule and returning it to NCN. A Schedule identifies Services with associated pricing, the duration Services are to be provided (the "Term"), and the date Services shall commence (the "Effective Date").

1.2 Available Schedules. These include:

- Schedule A - BDR Services or Cloud Connect Services
- Schedule B - vCloud Services
- Schedule C - DaaS
- Schedule D - Managed Services
- Schedule E - Hosted PBX Services

Section 2. Customer and NCN Obligations.

2.1 Customer Obligations. Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations, including HIPAA, PCI, and any other relevant standards; (ii) pay the invoices for Services when due; (iii) use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it has authorized access; (iv) cooperate with NCN's investigation of outages, security problems, and any suspected breach of this Agreement; (v) comply with all license terms or terms of use for any software, content, service or website which Customer uses or accesses when using the Services; and (vi) notify NCN of any known or suspected unauthorized use of Customer's account, the Services or any other breach of security.

2.2 Security. NCN agrees to maintain reasonable and appropriate measures related to physical security to protect Customer's Content. Customer shall be solely responsible for data maintenance, integrity, retention, security, and backup.

2.3 Confidentiality. Neither NCN nor Customer nor either's employees, agents, representatives, and successors or assigns will at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner any Content or other information that is confidential and proprietary to the other party. "Content" shall mean all data, software and information, including, without limitation, data text, software, scripts, video, sound, music, graphics and images that are created, uploaded or transferred in connection with the Services by Customer or its Affiliates. "Content" shall also mean any information that is confidential and/or proprietary to NCN, including, but not limited to, work methods, licensed software, management tools and forms, proposals, agreements, fees, billing rates, and any documents marked as confidential or proprietary. Upon termination of this Agreement, each party will return to the other party any records, notes, documentation and other items which were proprietary to the other party during the term of this Agreement. This provision will permanently continue

in effect after the termination of this Agreement.

2.4 Right of Access. If access to a non-NCN facility is required for the installation, maintenance, upgrade and/or removal of NCN network or equipment, Customer shall secure such right of access and arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to any equipment provided by NCN remains with NCN. Customer shall not create, or cause to be created, any encumbrances on NCN equipment.

2.5 Scheduled Maintenance. NCN will make its "best efforts" to ensure that scheduled maintenance will not result in the interruption of Services. If scheduled maintenance requires Services interruption, NCN intends to provide Customer with ten (10) days' prior written notice and work with Customer to minimize such interruptions. However, there may be unforeseen situations whereby emergency and critical maintenance actions need to be taken with a shorter notice period.

Section 3. Billing and Payment.

3.1 Billing for Services. Monthly billing will commence on the Effective Date. Customer will pay all NCN charges within thirty (30) days of the date of NCN's invoice. As regards Services, billing for partial months is prorated.

3.2 Late Charges. All past due amounts shall bear interest at the rate of 1.5% per month. Customer is responsible for all charges incidental to the Services, even if incurred as a result of unauthorized use.

3.3 Disputed Invoices. If Customer reasonably disputes an invoice, Customer shall pay the undisputed amount and submit written notice of the disputed amount to NCN ("Disputed Invoice Notice"), detailing the disputes and reasons therefore. The Disputed Invoice Notice must be submitted in writing within 90 days from the date of the invoice. NCN shall review the Disputed Invoice Notice and determine whether Customer is responsible for paying the disputed amount. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due.

3.4 Taxes and fees. All Services charges are exclusive of all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of the Services. Customer agrees to pay all sales, use, excise, access, bypass, franchise or other taxes, fees, duties or surcharges assessed in connection with the Services.

Section 4. Cancellation Charge.

4.1 Cancellation of Services. Customer may cancel Services or any portion thereof upon written notice to NCN identifying the affected Services ("Cancellation Notice"). If Customer provides NCN with a Cancellation Notice, Customer shall pay NCN a cancellation charge equal to the sum of: (i) a termination charge; and (ii) if not recovered by the foregoing, any termination liability payable by NCN to other parties resulting from the cancellation. The termination charge shall be equal to the sum of: 100% of the remaining monthly recurring charges for Services through the Term. Customer hereby acknowledges that the above charges are a genuine estimate of NCN's actual damages and are not a penalty.

4.2 Upon termination or cancellation of this Agreement by Customer, it is Customer's sole responsibility to switch to a new service provider and pay for all costs associated therewith.

Section 5. Excluded Services.

5.1 Any Services that are not expressly stated in a Schedule are excluded. Excluded services include, but are not necessarily limited to:

- Shipping costs
- Training services
- Programming charges
- Services relating to the movement of equipment from one Customer location to another, irrespective of whether or not the equipment is specified in a Schedule
- Services incurred to restore/repair the Services due to any equipment or software alteration or modification made by Customer's employees or anyone other than NCN

Section 6. Default.

6.1 Events of Default. NCN may terminate this Agreement and/or any Services, in whole or in part without liability, and immediately cease providing any or all Services upon an event of default of Customer. An event of default includes (a) failure to pay all amounts due and owing under an invoice within thirty (30) days after the date of the invoice; (b) the filing of a petition in bankruptcy by or against the Customer; or (c) Customer's failure to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from NCN. Upon an event of default, Customer shall be liable for and pay to NCN the cancellation charge as specified in Section 4. above. NCN may also seek any and all remedies it may have at law or in equity.

6.2 NCN's Default. If NCN fails to observe or perform any material term of this Agreement and such failure continues for thirty (30) days after written notice from Customer, Customer may terminate this Agreement and/or any Services, in whole or in part without liability.

Section 7. Liabilities.

7.1 Disclaimer of Special Damages. **EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL NCN, ITS AFFILIATES, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF THE SERVICES, INCLUDING: LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF NCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7.2 Limitation of Liability. **EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, IF NCN IS FOUND TO BE LIABLE TO CUSTOMER FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THE SERVICES, NCN'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER SHALL IN NO EVENT EXCEED THE LESSER OF (1) THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES FOR THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO NCN'S LIABILITY OR (2) \$25,000.**

7.3 Mutual Indemnification. Each party shall indemnify, defend and hold harmless the other party and its parents, Affiliates, licensors and service providers, and their respective directors, officers, employees, contractors, agents, successors, and assigns, against any and all loss, liability, damage, or expense, (whether those be direct, indirect or consequential), but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of the other party, and damage to the other party's property, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding the Services. However, neither party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct.

Section 8. Warranties.

8.1 Disclaimer of Warranties. **NCN WILL PROVIDE THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS APPLICABLE TO COMPARABLE PROVIDERS. NCN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

Section 9. Suspension.

9.1 Suspension. NCN may suspend provision of Services to Customer without liability if: (i) Customer falls behind in its payments; (ii) NCN reasonably believes that the Services are being used (or have been or will be used) by Customer in violation of this Agreement, the Schedule, the AUP, or any applicable law, court order, rule or regulation in any jurisdiction; (iii) Customer does not cooperate with NCN's investigation of any suspected violation of this Agreement or any applicable law, court order, rule

or regulation in any jurisdiction; (iv) NCN reasonably believes that Services provided to Customer have been accessed or manipulated by a third party without Customer's consent or in violation of this Agreement; (v) NCN reasonably believes that suspension of Services is necessary to protect NCN's network or other NCN customers; (vi) the continued use of the Services by the Customer may adversely impact the Services or the systems or content of any other NCN customer; (vii) NCN reasonably believes that Customer's use of the Services may subject NCN or its Affiliates to liability; or (viii) suspension is required by law, statute, regulation, rule or court order. NCN will give Customer reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based. If NCN suspends Customer's right to access or use any portion or all of the Services:

- a. Customer remains responsible for all fees and charges Customer has incurred through and up to the date of suspension;
- b. Customer remains responsible for any applicable fees and charges for any Services to which Customer has continued to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and
- c. Customer will not be entitled to any credits under the SLA for any period of suspension.

Section 10. General Terms.

10.1 Force Majeure. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to acts of God, war, hostilities, riots, terrorist acts, strikes, labor disputes, authority of laws, acts of government, casualties, earthquakes, fire, or other natural catastrophes, or other causes beyond such party's reasonable control ("Force Majeure Event"). The affected party's performance shall be excused for the period of the Force Majeure Event as long as said party provides the other party with reasonably prompt notice, describing the Force Majeure Event and employs commercially reasonable steps to avoid or remove such causes of nonperformance and promptly continue performance.

10.2 Assignment. Customer may not assign its rights or obligations under this Agreement without the prior written consent of NCN, which consent will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees.

10.3 Affiliates. "Affiliate" means any legal entity that a party controls, that controls a party, or that is under common control with a party. For purposes of this definition, "control" shall mean beneficial ownership of the securities entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, of the election of the corresponding management authority) in the entity of (i) more than fifty percent (50%) of the securities or (ii) such lesser percentage of securities as is the maximum ownership permitted in the country where the entity exists. Services may be provided to Customer by an Affiliate of NCN or a third party, but NCN shall remain responsible to Customer for the delivery and performance of the Services.

10.4 Independent Businesses. Both parties acknowledge that each is an independent entity and is not an agent, partner, joint venture nor employee of the other party. Each party shall only have authority to bind or otherwise obligate the other party if agreed in writing by both parties.

10.5 Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without regard to its conflicts of laws principles. Each of the parties hereby irrevocably submits to the exclusive personal jurisdiction of any federal or state court of competent jurisdiction located in Denver, Colorado, in any action or proceeding relating to this Agreement. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER CLAIMS.** In the event Customer shall assert any claim against NCN for any reason arising out of or related to this Agreement and NCN shall be the substantially prevailing party thereon, the Court shall award to NCN all of its costs and expenses incurred therein, including reasonable attorney fees.

10.6 Attorney Fees. In the event NCN determines it necessary to undertake any collection activity or to hire attorneys to collect any amounts outstanding under a Schedule, Customer agrees to pay all of NCN's costs of collection, including all reasonable attorney fees and costs.

10.7 Amendment. This Agreement, including any executed Schedules and the SLA and the AUP, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Services. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party or by email communication between the parties. The express terms of a Schedule shall take precedence and control over any conflicting terms which may be contained in this Agreement. No failure by either party to enforce any rights hereunder shall constitute a waiver of such rights.

10.8 Severability. If any term or provision of this Agreement is held to be unenforceable, the validity of the remaining terms and provisions of the Agreement shall not be affected or invalidated thereby, and the term or provision determined to be unenforceable shall be reformed by the Court so determining to give it as much of its original meaning and intent as possible while being enforceable and valid.

10.9 Survival. All provisions that are by their nature intended to survive expiration or termination of this Agreement shall survive expiration or termination thereof.

10.10 Corporate Authorization. Each individual executing this Agreement on behalf of NCN and Customer represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company in accordance with a duly adopted resolution and that this Agreement is binding upon both companies

10.11 Notices. Notices shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail or sent by U.S. Postal Service or First Class International Post, addressed as follows:

If to NCN:
160 Inverness Drive West, Suite 100
Englewood, CO 80112

If to Customer:
1100 N. Grand Ave.
Walnut, CA 91789

Schedule A - Cloud Connect Services

This Cloud Connect Services Agreement ("Agreement") is entered into by and between Iloka, Inc. dba NewCloud Networks herein after referred to as "NCN" with offices located at 160 Inverness Drive West, Suite 100, Englewood CO 80112, and Mt. San Antonio College herein after referred to as "Customer" having a physical address of 1100 N. Grand Ave. Walnut, CA 91789. The Master Services Agreement, which describes general terms and conditions between NCN and Customer, the NCN Service Level Agreement for Cloud Services ("SLA"), and the NCN Authorized Use Policy ("AUP") together constitute the complete contract and understanding between NCN and Customer. The SLA and the AUP may be found under "Our Support" on NCN's main website (<http://www.newcloudnetworks.com/service-level-agreement.html> & <http://www.newcloudnetworks.com/acceptable-use-policy.html>). NCN will provide written notification that the terms of the SLA and/or AUP have been modified, within ten (10) days of such modification.

1. SERVICES. Subject to the terms and conditions of this Agreement, NCN shall provide Customer with offsite data storage services (the "Cloud Connect Services") as described in Exhibit A during the term of this Agreement.

2. FEE. The monthly fee during the Term to be invoiced by NCN to Customer commencing on the Effective Date is the amount listed under Veeam Cloud Connect in Quote #001747. The first thirty days of the Term constitute a trial period, during which Customer may opt out of this Agreement. Should Customer choose to opt out during the first thirty days, NCN will credit the first month's invoice and Customer has no further payment obligation.

Customer may increase its storage capacity in 1GB increments based on the following pricing structure:

1GB – 2TB: \$.14/GB

2TB – 5TB: \$.12/GB

5TB – 10TB: \$.10/GB

3. CUSTOMER RESPONSIBILITIES. Customer acknowledges that NCN's provision of the Cloud Connect Services does not include the requirement or option to purchase the hardware or software utilized in connection with the Cloud Connect Services, during or after termination of this Agreement. Customer will report any errors that it becomes aware of in executing such backups promptly by phone or email to NCN. Customer acknowledges that it is responsible for providing sufficient Internet upload bandwidth to ensure the timely and successful transfer of backup data using the Veeam Backup and Replication software from Customer's site to NCN's offsite data center in the Denver Tech Center and that Customer may need to purchase additional bandwidth, depending on the growth of Customer's data and other factors that may influence the size of the backup image files. Furthermore, by not providing sufficient upload bandwidth and/or reliable internet connectivity, Customer acknowledges that it may not be able to recover data from the copies of its backup image files residing at NCN's offsite data center. Customer further agrees to implement reasonable security and environmental precautions to ensure a high level of system availability for data protection and recovery. Customer is required to maintain an environment that is free from network or physical failures including power loss, network hardware (server, switch, routers, and firewall) failures as all of these issues will affect the quality and integrity of the backup data. In the event that any of the above occurs, Customer is required to notify NCN so that appropriate measures may be taken. In addition, Customer is also required to let NCN know if applications or operating systems on the replicated servers are being materially changed as such changes may impact the quality and integrity of the backup data.

Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Cloud Connect Services; (b) merge the Cloud Connect Services with other software; (c) sublicense, lease, rent, loan, or otherwise transfer the Cloud Connect Services to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Veeam software; (e) use the Cloud Connect Services to process data or provide any service bureau activity for any third party; or (f) otherwise use or copy the Cloud Connect Services unless expressly allowed under this Agreement.

4. TERM. This Agreement shall have an initial term of thirty-six (36) months (the "Term"), commencing upon the notification and delivery of service, which is the date when the service(s) are provided to the customer and billing will commence (the "Effective Date"). The first thirty days of the Term constitute an Agreement opt-out period, as described in Section 2. After expiration of the Term, this Agreement shall automatically renew on a month-to-month basis, at the same monthly fee set forth in Quote # 001747, until such time as either party notifies the other of its intention not to renew at least thirty (30) days prior to the renewal date or

unless terminated pursuant to this section.

5. DATA MIGRATION/INSTALLATION CHARGE. Unless otherwise waived by NCN herein, Customer agrees to pay a one-time data migration/installation set forth in Quote #001747 relating to initialization of the Cloud Connect Services. NCN will invoice Customer once data migration/installation is complete.

6. EFFECTS OF TERMINATION. Upon termination or expiration of this Agreement for any reason, all rights granted in this Agreement will immediately cease to exist, any Customer backup images residing at NCN's offsite data center will be destroyed, and Customer must promptly discontinue all use of the Cloud Connect Services, and any NCN provided Veeam software; erase all copies of any NCN-provided Veeam software from Customer's systems. NCN will provide Customer with a copy of the backup images that exist at the time of termination or expiration of this Agreement in the NCN data center, provided that Customer makes available an external, portable storage device with sufficient free storage space.

7. EXCLUDED SERVICES. Any additional professional or technical services requested by Customer, including, but not limited to bare metal recovery of server image back to hardware, or any additional disaster recovery assistance not covered in the Cloud Connect Services shall be invoiced by NCN to Customer on a time and materials basis at NCN's standard professional services rates then in effect.

8. DISASTER RECOVERY. At no time shall a disaster constitute a reason for terminating this Agreement. Customer acknowledges that many factors contribute to an ability to successfully recover data from any backup system and further agrees that NCN cannot guarantee the recovery of any data backed up by Veeam Backup and Replication and that any assistance provided by NCN in recovering data is provided on a best-effort basis. In some cases, the original Customer data may already be corrupted and NCN cannot take ownership as to the quality or state of the recovered data. Customer's covered servers will be categorized in accordance with the degree to which each server is critical to Customer's business.

9. VEEAM BACKUP AND RECOVERY LICENSE. As part of the provisioning of the Cloud Connect Services, Veeam Backup and Recovery must be installed on Customer's systems. Subject to the term and conditions of this Agreement, NCN can provide the Customer a limited, non-exclusive, nontransferable license, without the right to sublicense, to install and execute on their system solely in connection with NCN's provision of the Cloud Connect Services. All rights not specifically granted to Customer herein are expressly reserved by NCN.

10. CORPORATE AUTHORIZATION. Each individual executing this Agreement on behalf of NCN and Customer represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said company in accordance with a duly adopted resolution and that this Agreement is binding upon both companies.

Exhibit A – Description of Services

Service Overview

NCN will provision storage for the Customer to assign as an off-site repository in their Veeam console and provide credentials for Customer to connect. In the event of a site disaster, NCN can provide a disaster recovery environment in its offsite data center at no charge for up to 14 days*. After 14 days a charge based on used resources will apply. A setup fee for this service will apply. If data is encrypted by Customer, Customer must be able to provide an encryption key in order that VMs may be recovered.

* Limited to 2TB HDD, 8vCPU and 32GB RAM. Additional resources can be provided at standard NCN rates.

Security

With Cloud Connect, all data is stored at NCN's highly secure, SOC 2 Type I-, HIPAA-, and PCI-compliant offsite data center. All data is fully encrypted during offsite replication using SSL (Secure Socket Layer) 3.0, and Customer itself can additionally encrypt the data before it leaves Customer's network perimeter.

WAN Acceleration

Data transmission can easily be configured to minimize Internet bandwidth consumption using WAN Acceleration available with the Enterprise Plus version of Veeam. Built-in WAN Acceleration, with global caching, variable block length data fingerprinting, traffic compression and multi-thread TCP/IP protocol optimizations reduces bandwidth requirements by at least an order of magnitude, while Backup Copy jobs eliminate the need for additional backup jobs, copy scripts and capabilities like storage-based replication. There are no VM- or host-based agents to install, no special network setup required, and no general-purpose WAN accelerator appliance to purchase and deploy specifically for copying Customer's VM backups offsite.

High Availability Data Center

Veeam Cloud Connect storage is hosted in NCN's highly secure data center, with the following features:

- Connectivity provided by multiple providers with automatic failover capabilities.
- Facilities power is supplemented with both battery backup and diesel generation capabilities.
- Full physical security including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons.
- Fire suppression and environmental controls provided.

Remote Storage and Base Remote Backup Image Creation

With Veeam Cloud Connect, Customer's data is stored in NCN's highly secure data center. The initial backup can be sent via a SATA II drive to the primary remote storage facility, with an approximate 2-week turnaround time to seed the initial backup off-site. Customer should be aware of the integrity of their files and applications. Veeam replicates all data that is identified for back up and if that data is corrupt, the corrupted data will be replicated as well. NCN cannot verify the integrity of the data and will only be able to provide that data which is replicated.

Acceptance

On behalf of Mt. San Antonio College:

Printed Name

Date

Signature

On behalf of NCN:

Printed Name

Date

Signature