

The Secure Data Solution®

**Proposal
For
Lake County, IL
(GSA Pricing)**

SecureAgent Software
2448 E 81st St, Ste 2000
Tulsa OK 74137-4271 USA
Tel: 918.971.1600
Fax: 918.971.1623

20November2018-JS

Content

1	Executive Summary	3
2	An Integrated Solution to Disaster Recovery.....	3
3	Benefits to Lake County	4
4	The Proposed Solution	6
4.1	Deliverables	6
4.2	Pricing and Terms	7
4.3	Terms.....	8
4.4	Agreement Terms	8
5.0	Company Overview	8
6.0	End User License and Maintenance Agreement.....	9

1 Executive Summary

Lake County's Physical Environment

Lake County, IL (Lake County) is currently running a VSE system with a tape infrastructure consisting of four physical IBM 3590 tape drives and a manually managed tape operation consisting of between 800 and 1,000 tape cartridges. The county has a budget to replace and upgrade the physical operation with a new virtual library and would like to add an offsite replication function to its remote DR location in Batavia.

SecureAgent Software is proposing the introduction of the Secure Data Solution (SDS) to replace the current physical tape environment. The Secure Data Solution will meet all of Lake County's requirements and provide high performance backup and recovery, to reduce the county's RPO and RTO and streamline operations. The SDS includes all the remote management tools necessary to support local and remote tape backup and recovery.

The new SecureAgent solution will include end-to-end encryption for the highest level of data protection available in a VTL. It will also include all the software tools necessary to conduct an automated remote system IPL and recovery. The solution will dramatically reduce the expense, delays and risks associated with the current physical infrastructure.

The new SecureAgent infrastructure will consist of three FICON IDG 9483s, each capable of managing approximately 10 to 12 TB of compressed data stored on internal 4 TB RAID arrays. Two 9483s will function at the production facility, and one at the remote DR data center creating a 3-server VTL solution. This implementation will provide reliable production-site redundancy and automated replication for disaster recovery capabilities.

SecureAgent is pleased to offer the following proposal for the three IDG 9483s. The new 3-server configuration will provide high performance, enhanced redundancy, and minimize the chance of data loss during production, replication and recovery activities. The proposed solution will also ensure the highest level of data protection as all data in the VTL, and on tape will be encrypted at rest and in transit.

2 An Integrated Solution to Disaster Recovery

The latest release of the Secure Data Solution provides an advanced, integrated tool set, moving it far from the realm of "just another virtual tape system." It combines five critical elements necessary for any disaster recovery plan.

- Multi-location, encrypted virtual tape emulation
- Secure off-site movement of data
- Remote tape process management
- Remote hardware and system console access
- Integrated automation

Realistically, all five of these elements are absolute requirements if a disaster recovery plan is to be of any practical value. Without these five elements, a DR plan is fraught with peril, and may not work at all. Only the Secure Data Solution covers all your DR needs.

The Secure Data Solution provides these components by integrating elements of SecureAgent's well-established, secure console access, and our console automation package. These newly customized offerings are the IDG 9074[®] DR for encrypted console access, and SuperVision[™] DR for integrated automation.

With this new integration, Lake County will now have everything needed in a single integrated offering. The entire recovery process can now be performed remotely with full security.

3 Benefits to Lake County

The proposed Secure Data Solution provides a local and remote virtual tape system that will allow Lake County to better provide operations and backup/recovery services between its primary data center and its disaster recovery site. Expected benefits to the County include:

- The Secure Data Solution is a cost-effective, easy to maintain solution providing backup and DR services to multiple customers.
- Encryption – The Secure Data Solution sets the standard for data protection in a VTL. The solution is the only VTL on the market that has received FIPS 140-2 Certification in compliance with cryptography standards implemented by NIST. All data in the VTL is encrypted at rest while it resides on disk, and in motion when it is transferred between and among locations. The Secure Data Solution is also the only VTL offering Role Based Access Controls for managing access to various categories of data. The solution enables the creation of multiple security groups to manage various different classes of data. Every VOLSER can be protected with its own unique encryption key. Keys can be managed and stored in a remote central key management server.
- Multi Platform - A single implementation of the Secure Data Solution can store tape images that have been created by any combination of supported systems and drives. These include commonly installed tape drives that are connected by ESCON, FICON, or Fiber Channel SCSI. The VTL can be connected to large-scale IBM mainframes that utilize the TPF, z/OS, and VSE operating systems, and any UNIX or Open Systems platforms that utilize IBM's Tivoli Storage Manager or Symantec's NetBackup or Backup Exec. It can also support iSeries via BRMS.

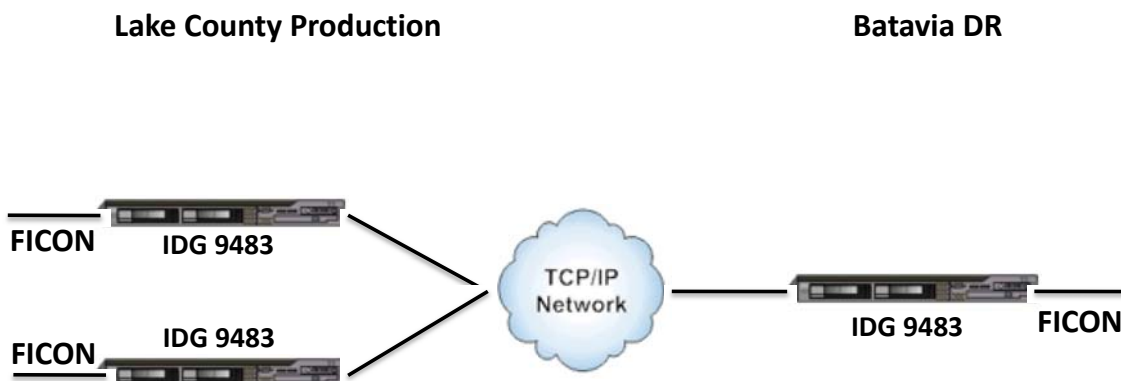
- Redundancy - The solution's modular component building blocks enable the Secure Data Solution to be implemented with whatever degree of redundancy a company requires. It can be configured with totally redundant components and mirrored data writes so that each and every image is always available even in the unlikely event of multiple hardware failures.
- Asynchronous and Synchronous Replication - The Secure Data Solution can simultaneously create virtual tape images locally and remotely via automation rules, Management Classes, or local and remote mirroring.
- No Peer to Peer Limitations - If virtual tape images are required at more than one remote site, any number of secondary remote sites can be established for further replication of the same virtual tape images.
- Supports Physical Tapes - Virtual tape images can be archived to physical tapes at either the local or remote site using the optional 9487 Tape Control Module with attached physical tape drives.
- Easily Managed - A single operator console can manage the entire Secure Data Solution at all sites. Every connection is encrypted, and management can set specific privilege levels for each user.
- The solution typically reduces backup windows and reduces the time to recover critical data.
- Scalable - The Secure Data Solution is infinitely scalable. As Lake County's tape resource requirements increase, the Secure Data Solution grows with the organization—protecting any prior investment made in the VTL solution. If greater capacity for tape images is required, then additional storage can easily be added. If more or different tape devices or computer systems require connectivity to the VTL solution, additional 9480 Tape Emulation Modules can easily be added to accommodate the growth. If future, additional remote locations are required, remote units can be installed. The Secure Data Solution is field upgradeable, with no need for a scheduled outage for the upgrade.
- Disaster Recovery - The Secure Data Solution is not just another VTL. It includes a suite of disaster recovery tools that DR personnel can use to perform remote end-to-end mainframe system recovery. The tools give the DR team everything they need to find particular tapes, mount them on virtual drives, and begin the process of IPL-ing a remote mainframe. The VTL solution also provides remote encrypted NIP consoles so the entire recovery process can be operated remotely.
- Automation and Alerting - The solution totally integrates with your existing alerting and mainframe tape automation. This is accomplished by generating alerts and other messages and sending them to your operator consoles as WTO messages which existing mainframe automation can act upon.
- Data Integrity – The solution runs a patented Checker function that ensures data integrity by checking each image in a local or remote mirror, fixing any corrupted images, and reporting its findings on a regular basis.

- **Managed Recovery** – The Secure Data Solution includes a suite of tools to facilitate easy, secure remote recovery of systems. The tools provide methods to interrogate tape catalogs, find particular VOLSERS, mount tapes, IPL NIP consoles, and perform a complete remote system recovery.
- **Common Catalog for VOLSER integration** – Each of the 9485 Library Control Modules contains information about every VOLSER in the enterprise. A consequence of which is any tape created at any location can be mounted and read at any other location. There is no need to deal with stranded or orphaned data.
- The solution maintains a multitude of tape data usage statistics which can be utilized to create a variety of custom operational, performance, and capacity planning reports. The solution constantly reports on the health and availability of your disk volumes and storage.

4 The Proposed Solution

4.1 Deliverables

SecureAgent is happy to provide the additional equipment described above to replace the existing Lake County tape environment. The diagram below depicts the anticipated implementation:



4.2 Pricing and Terms (Valid through 31 December 2018)

One-time hardware acquisition cost and annual microcode and maintenance fees.

Hardware Acquisition Pricing 3x 9483 (\$25,000 each)	
Total Hardware (GSA Price)	\$ 72,750
Installation (\$4,000/location)	\$ 8,000
Shipping	\$ 900
Recurring Fees	
Annual Microcode Fee (GSA)	\$ 13,194
Annual Maintenance Fee (GSA)	\$ 7,330
Year One Price	\$ 102,174
Year Two and Subsequent Years	\$ 20,524

Prices are based on an initial one (1)-year term.

GSA Contract Number: GS-35F-0560P

Contract Type 70 IT

4.3 Terms

Net 30 days, 2% discount of the Hardware Acquisition Cost if paid within 10 days of invoice date.

4.4 Agreement Terms

This offer is subject to the standard SecureAgent Software End User Microcode and Maintenance Agreement.

5.0 Company Overview

SecureAgent Software® has been helping customers manage sensitive data for more than 20 years. Many of the largest companies across the United States and throughout Europe use SecureAgent products in mission-critical areas of their daily operations. SecureAgent products play an integral role in secure remote console access, data backup and recovery, advanced automation, integrated tape management, and disaster recovery. Among the companies using SecureAgent Software products are three of the four largest US banks, two of the largest credit card processing companies, the nation's two largest communications companies, the world's largest stock exchange, the largest US airline, and the largest airline reservations companies in the US and Europe.

SecureAgent provides solutions that help companies of every size develop a comprehensive information-availability strategy and ensure continuation of their business-critical functions. The Company is also a pioneer in the implementation of role-based access controls, and both commercial customers and the governmental sector use its products extensively to comply with evolving regulatory guidance.

6.0 End User License and Maintenance Agreement

Agreement Number

GLOBAL INTERFACE SOLUTIONS, INC.

END USER LICENSE AND MAINTENANCE AGREEMENT

This License and Maintenance Agreement and any signed addenda hereto ("Agreement") between Global Interface Solutions, Inc., d/b/a Secure Agent Software an Oklahoma Corporation ("GIS") and the End User/Customer/Licensee indicated below ("Licensee") is to be effective upon acceptance by the signing officer of GIS. In consideration of the mutual agreements and the terms and conditions herein contained, GIS and the Licensee agree as follows:

1. Scope of Contract

Subject to the terms and conditions of this Agreement, GIS will furnish Hardware and licensed Software (collectively referred to as "Products") and hereby grants to Licensee a non-assignable and non-exclusive right to use, load, execute, access, employ, adapt, store, perform and display ("Use") the executable version of the software and all versions, releases, and upgrades to the software ("Software") in conjunction with the user documentation and maintenance services ("Services") for which the corresponding annual fee has been paid as described in the attached Addendum. This Agreement is not a sale, rental or lease of the Software or any copy thereof, and GIS retains all rights not expressly granted to the Licensee. Licensee will, under no circumstances, acquire any title or ownership of the Software or any patent, trademark, trade secret, copyright or other intellectual property rights therein or related to the Products. Notwithstanding the number of licenses granted in the Addendum, Licensee may maintain, free of charge, a backup copy of the Software for archival purposes and a reasonable number of copies for use in test and development environments at the primary site. Software shall be used with reference to the license type and operating platform specified in the Addendum. Licensee shall promptly notify GIS of any material alteration or expansion of the system the Licensed Software is used in connection with. Additional License Fees shall be payable should Licensee use the Software in excess of the Addendum parameters. All employees, agents, consultants, and contractors who need to use the Software in performance of their duties for Licensee and who are authorized and enabled by Licensee to use the Software, are entitled to use the Software within the Addendum parameters.

2. Basic Responsibility

Licensee accepts, with respect to the Products, responsibility for (a) Licensee selection to achieve Licensee's intended result; (b) Licensee's installation; (c) Licensee's use; and (d) payment according to the terms of the Agreement. The Products furnished and licensed in connection with this Agreement are expressly identified in the Addendum attached hereto, and no other software is licensed unless expressly identified in the Addendum. The basic terms and conditions of this Agreement shall also apply to any other Products or Services subsequently ordered by the Licensee from GIS, by purchase order or otherwise. The terms and conditions of this Agreement shall control over, and act in substitution to, any terms and conditions communicated to GIS by Licensee, or to Licensee by GIS, in writing or otherwise. If any or all of the Software licensed is enhanced or upgraded during the license period or replaced by other products, then GIS shall provide them to Licensee at no charge. In the event that GIS deletes functions from the Software and offers those functions in other or new products, the portion of those other or new products that contain the functions in questions, or the entire product, if the functions cannot be separated out, shall be provided to Licensee under the terms of the Agreement, at no additional cost.

3. Term of Agreement and Termination

This Agreement is effective for a term specified in the attached Addendum. The license granted herein shall be automatically renewed for successive terms equal in length to the original term, unless Customer notifies GIS of its intent not to renew, which notice shall be in writing and received by GIS not less than ninety (90) days prior to the end of the then current term. Upon termination Customer shall immediately return to GIS or destroy, at Customer's expense, all Software, including the original and all copies of the Software used in an updated work. Either party may terminate this Agreement for cause in the event of any default by the other party that remains uncured thirty (30) days after receipt by the defaulting party of written notice of such default. If this Agreement is terminated by GIS due to uncured default by Licensee, Licensee agrees to provide assurance, in writing, that all Software was removed from service within ten (10) days of notice of termination and that all Software, including the original and all copies of the Software used in an updated work and all backup copies and documentation, original and copies, licensed hereunder are returned to GIS at Licensee's expense within fifteen (15) days of notice of termination.

4. Charges

Charges applicable to furnished Hardware and each Software license granted herein, and to the services by GIS as specified in the Addendum, shall be in an annual invoice payable at the beginning of the term. Such invoices shall be due and payable in accordance with the Addendum.

5. Assignment

Except as otherwise agreed, the right to use the Software is not transferable and non-assignable by the Licensee without GIS's *prior written consent*, which consent will not be unreasonably withheld. Attempted assignment or transfer without consent of GIS is VOID and in breach of this Agreement. This Agreement is binding on and inures to the benefit of each party's successors and permitted assigns.

6. Warranties

GIS warrants that it has the right to furnish Hardware and license the Software subject to the terms and conditions of this Agreement and that the Products do not and shall not infringe on any United States patent, copyright, trademark, trade secret, or other intellectual or proprietary right of a third party. GIS warrants that when properly installed, the Products will substantially conform to the Product's functional specifications. GIS warrants the Software is free of any lock, counter, time bomb, CPU reference, or virus capable of impairing operations or erasing or altering data or programs. In the event that the Product fails to substantially conform to its warranties, GIS shall take such corrective action to repair or replace any portion of the Product, which is non-conforming or defective. A One Year Limited Warranty for specific Hardware products and preloaded software is provided separately upon delivery of the equipment, if applicable.

7. WARRANTY DISCLAIMER. Other than the warranties provided herein, the Licensee acknowledges and agrees that GIS Products are provided "AS IS" without warranty of any kind, express or implied. **UNLESS PROHIBITED BY LAW, THE WARRANTIES INCLUDED WITHIN THIS AGREEMENT ARE THE ONLY WARRANTIES GIVEN BY GIS IN RESPECT TO THE PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

8. LIMITATION OF LIABILITY.

Neither party is liable for any lost revenue, profits or data or for special, indirect, consequential, incidental or punitive damages however caused and regardless of any theory of liability, including tort and including, but not limited to, damages arising from the loss of Use or inability to Use the Products, even if that party has been advised of the possibility of such damage. Except in the case of a Section 9 "Proprietary Rights Indemnification" condition, neither party's liability hereunder for damages from any cause whatsoever and regardless of the form of action, shall exceed monies actually paid by Licensee to GIS for the immediately previous twelve months to which a breach is claimed. These foregoing limitations shall apply, even if the exclusive remedies provided for in this Agreement fail of their essential purpose. The statute of limitations to bring any action for breach of any aspect of this Agreement by the Licensee, including but not limited to the breach of any warranty made pursuant to the contract, shall be one year from the date the breach is determined by a court of competent jurisdiction to have first occurred.

9. Proprietary Rights Indemnification

GIS warrants to Licensee that the Products do not infringe any patent issued in the United States, or any trade secret, copyright, or other proprietary rights. As licensee's exclusive remedy for breach of this warranty and GIS's entire liability for infringement, GIS agrees to indemnify and hold Licensee harmless with respect to any suit, claim, or proceeding brought against Licensee alleging that Licensee's permitted use of the Products furnished or licensed to it by GIS under this agreement constitutes an infringement of any patent issued in the United States, or any trade secret, copyright or other proceeding, and pay all litigation costs and reasonable attorneys' fees incurred in connection with such suit, claim or proceeding, and all settlement payments and damages awarded therein, provided that GIS is notified in writing within 30 days after Licensee receives official notice of any such suit, claim, or proceeding, Licensee tenders the control of any such claim or proceeding to GIS, and Licensee cooperates at GIS's expense with GIS in the defense or settlement of same. Upon notice of alleged infringement or in case the Product is/are held to constitute an infringement and Licensee is enjoined from using the Product, GIS shall have the right, at its option and expense, either: (a) to procure for Licensee the right to continue using the Product; or (b) to replace or modify the Product so that it/they provide substantially the same, or greater, functionality and performance than the infringing Product, but are no longer subject to a claim of infringement. If, in GIS's opinion, none of the options above are reasonably available, Customer's sole and exclusive remedy shall be to return the infringing Product to GIS in exchange for a refund of the price that Licensee paid to GIS for Product less reasonable amortization pro-rated over a twelve (12) month term from the date the infringing Product was utilized under the terms of the license. GIS shall not have any obligation under this Section: (a) to the extent the claim arises from a modification of the Product other than by or on behalf of GIS or from Licensee's use of the Product in combination with other non-GIS software, equipment or devices; (b) if GIS has provided Licensee with a non-infringing version of the Product (that provide substantially the same, or greater, functionality and performance than the infringing Product) and Licensee does not promptly replace all copies of the infringing version of the Product with the non-infringing version; or (c) the use of any version of the Product other than the most recent version of that Product, to the extent that Licensee's liability for such infringement claim would have been avoided by the use of said most recent version.

10. Product Maintenance

A. Software: GIS will correct or replace the Software as provided hereunder and as updated with improvements and modifications furnished by GIS, and/or provide services necessary to remedy any programming error which is caused by GIS and which significantly affects use of the Software. The services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Software and its operation, and the services shall conform to the standards generally observed in the industry for similar services. Licensee agrees to provide GIS with information, as requested, and with sufficient support and test time on Licensee's computer system to duplicate the problem, to verify the problem is GIS's Software, and to ascertain that the problem has been repaired. GIS is not responsible for maintaining any portion of the

Software affected by any Licensee modifications or provided by others. On-site services arising due to defects or difficulties caused by Licensee errors or system changes made by Licensee will be billed at GIS's standard employee daily rate or the rate stated in the Addendum. Service agreed to be provided hereunder does not assure uninterrupted operation of the Software.

B. Hardware: GIS may, at its discretion, engage subcontractors to perform on-site maintenance as described in the Addendum.

C. The following services are not considered maintenance services to be provided under this Agreement:

- I. Repair of damage or increase in service time caused by the use of the Products for other than ordinary use for which it is designed.
 - II. Repair of damage or increase in service time caused by: accident or disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning, transportation, neglect or misuse.
 - III. Repair of damage or increase in service time caused by performing services connected with maintenance of machines, or adding or removing accessories, attachments or other devices, or failure to continually provide a suitable environment including, but not limited to, adequate space, electrical power, air conditioning and/or humidity control.
- D. Licensee will reimburse GIS for any reasonable out-of-pocket expenses incurred at Licensee's request including travel to and from the Licensee's site, lodging, meals, telephone, shipping and freight charges, as may be necessary in connection with duties performed under this Agreement by GIS unless the duties performed are a result of the fault of GIS.
- E. GIS will provide to Licensee new versions, releases, and upgrades of the Software when and as they become available during the Term of this agreement.
- F. GIS shall provide a telephone number, answered by GIS staff knowledgeable in the Product, during normal business hours which hours are from 8 a.m. to 5 p.m. CST, Monday through Friday. Any after hours calls of an emergency nature will be handled by calling the main number and following the instructions for reporting a software or hardware emergency. An operator will be available to find the appropriate service personnel within a reasonable amount of time.

11. Confidentiality

Licensee acknowledges that at all times, Products are confidential and proprietary information of GIS. GIS retains exclusive ownership of the Software and will be safeguarded by the Licensee. Licensee agrees not to publish or disclose any materials, knowledge, data, trade secrets or other confidential information related to the Products or the processes to any person other than an employee of Licensee or of GIS without the prior written consent of GIS. Licensee agrees to inform its employees of the confidential nature of the products and the processes and acknowledges its responsibility and liabilities for any actions of its employees in violation of this paragraph. Licensee shall take care to disclose only that information necessary to enable personnel of GIS to render services hereunder. GIS will use the same degree of care to avoid disclosure or use of confidential information, which Licensee identifies as secret and confidential as it employs with its own proprietary information.

12. Miscellaneous

- A. Taxes and Duties: There shall be added to any fees and other charges payable under this Agreement, amounts equal to any tariff, duties, value added and/or sales or use tax imposed by any government or governmental agency with respect to the Software or services rendered under this Agreement (excluding any taxes on GIS's income).

- B. Invalid Provisions: Should any provision of this Agreement be held unenforceable, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
- C. Inability to Perform: Neither party shall be liable for any damages caused by failure to fulfill its obligation under this Agreement or delay thereof if such failure or delay arose from any cause beyond the control of each party, or as a result of strike or work stoppage. (Force Majeure)
- D. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.
- E. Governing Provision: This Agreement shall be governed by the laws of the State of Oklahoma and Federal law where applicable.
- F. Notices: All notices allowed hereunder shall be in writing and delivered personally or by United States mail, certified, return receipt requested, with postage prepaid, or by overnight express delivery to the address on this Agreement or such other address as any party may communicate to the other party from time to time and shall be deemed communicated when posted, or so delivered. For notices sent to Licensee, a copy should be sent to the address noted in the signature section.
- G. Attorney's Fees: In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of their costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover their costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover their costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating whether a party is entitled to recover costs or fees.
- H. Abatement: Licensee agrees that the sums payable to GIS under this Agreement shall not be subject to any abatement whatsoever, and shall be paid without notice, offset or demand.
- I. Export Controls: None of the software or the underlying information or technology may be exported to a country outside the United States without the written permission and consent of GIS. That software or the underlying information or technology is subject to US export control laws and may be subject to export and import regulation in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import Software as may be required after approval and delivery to Licensee

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE LICENSEE AGREES THAT THIS AGREEMENT AND ANY ATTACHED ADDENDUM IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. No modification, amendment, supplement to, or waiver of this Agreement is binding upon the parties unless made in writing and signed by authorized representatives of both parties.

The information in this document is confidential, proprietary, and provided solely for internal use by Lake County. IDG 9483, IDG 9485, and IDG 9487, Secure Data Solution, SecureAgent, are registered trademarks of SecureAgent Software and may be used only by permission. All other product names and services are trademarks or service marks of their respective companies or organizations. The Secure Data Solution is protected by U.S. Patents 7,293,179; 7,536,596; 7,631,213; 7,653,821; European Patent 1669872; and others pending.