HELIXSTORM

we make IT easier for you

The City of Temecula

Digital Transformation
Proposal

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Executive Summary

The City of Temecula has been operating by leveraging an infrastructure solution that was implemented over 5 years ago. During that time the City experienced minimal issues, very little downtime but for a very few number of incidents, and the solution has provided stability and the functionality to support its requirements.

As to be expected, over that 5-year period, technology has improved, there are now solution options that will make maintenance and support activities easier, and cost per unit of transaction and storage capacity has declined, enabling the implementation of a far more modern and robust system.

Additionally, and importantly, after a 5-year cycle of usage the current equipment has aged, and the likelihood of issues from the current solution present risk on the issues of greater downtime, and possible failure due to older equipment, among other factors.

New risks have appeared in the market, including but not limited to, ransomware and overall security issues. It is critical that, coincident with the end of the 5-year cycle of usage of the current infrastructure, that the new solution be architected according to today's best practices, resulting in the continued mitigation of risk to the city and the services it must reliably deliver to its residents.

Each element of the solution is explained within this document, but in summary the new solution will deliver a critical digital transformation to the City that will provide:
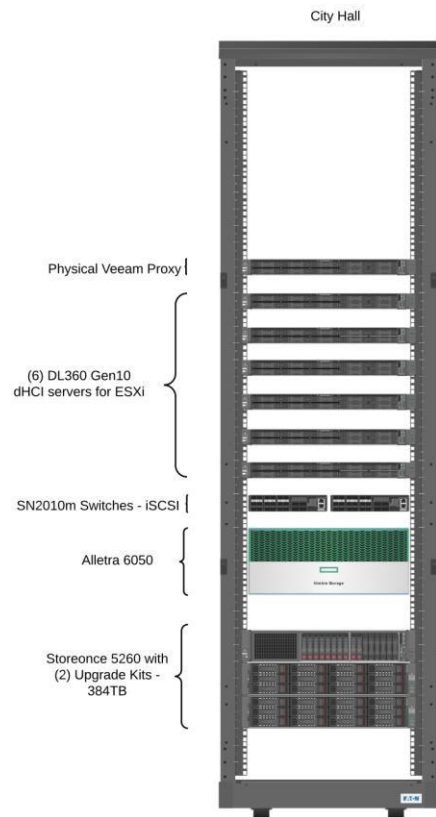
- A primary site (city hall) for all normal daily business operations and a secondary site to support business operations from a physical disaster.
- Improved reliability and resiliency via a modern technology solution
  - Primary Site (City Hall)
    - Designed with 31 seconds of downtime annually or 99.9999% uptime as defined by HPE availability guarantee.
    - Designed to protect against cyber threats and ransomware using immutable repositories that cannot be deleted.
    - Designed for an RTO/RPO of 4 hours in the event of a digital disaster (encrypted network)

  - Secondary Site (Databank Colocation in Denver Colorado)
    - Designed to protect against a physical disaster and conduct daily business operations from this site and will support 100% of business applications, 50 employee workstations, and a reduced performance level from the primary site.
    - Built for an RTO/RPO of 24 hours in the event a physical disaster is declared.

Recovery Point Objective (RPO) is defined as the amount of data an organization is willing to lose. The City of Temecula is willing to lose no more than 4 hours of data at the primary site and no more than 24 hours at the secondary site.

Recovery Time Objective (RTO) is defined as the amount of time an organization is willing to have their business applications be inaccessible. The City of Temecula is not willing to have their applications and data inaccessible more than 4 hours at the primary site and 24 hours at the secondary site.

Proposal:
Primary Site Design - $1,255,472.55

City Hall

Physical Veeam Proxy

(6) DL360 Gen10
dHCI servers for ESXi

SN2010m Switches - iSCSI

Alletra 6050

Storeonce 5260 with
(2) Upgrade Kits -
384TB

6 x HPE ProLiant DL360 Gen10 Server Compute nodes

- (2) Intel Xeon-Gold 5220R Processors (2.2GHz/24-core/150W)
- Memory - 768GB (12x64GB)
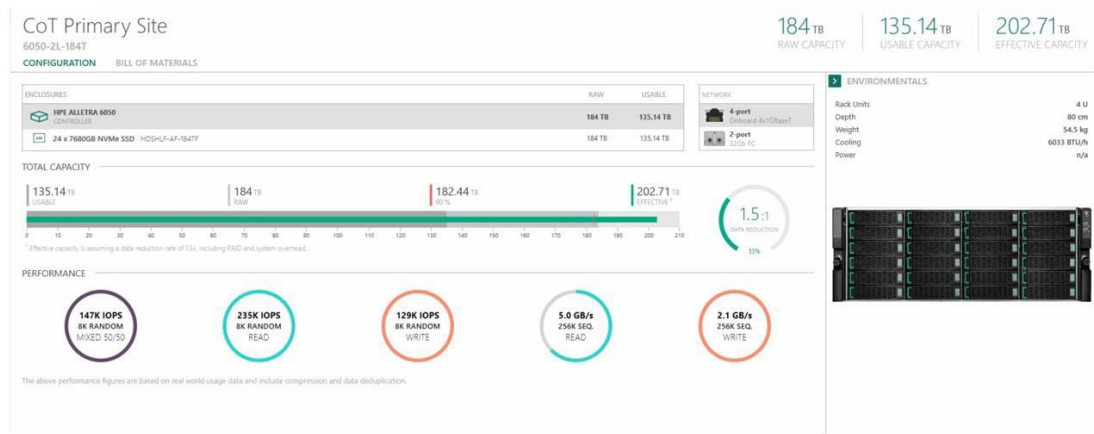- Network - 4 X 10/25Gb Ports

M-series SN2010M Switches

Total Processor Cores – 288

Total Memory – 4.6TB

Alletra 6050 NVMe Useable Storage – 138TB

HPE Storeonce 5260 Backup Target – 384TB

- All cables to support 10/25GbE connections
- Support - 5 YR 24x7

CoT Primary Site
6050-2L-184T

CONFIGURATION   BILL OF MATERIALS

| | 184 TB RAW CAPACITY | 135.14 TB USABLE CAPACITY | 202.71 TB EFFECTIVE CAPACITY |

ENCLOSURES		RAW	USABLE	NETWORK
HPE ALLETRA 6050 CONTROLLER		184 TB	135.14 TB	4-port Onboard 4x10BaseT
24 x 7680GB NVMe SSD HDSHLF-AF-184TF		184 TB	135.14 TB	2-port 32Gb FC

ENVIRONMENTALS

Rack Units	4 U
Depth	80 cm
Weight	54.5 kg
Cooling	6033 BTU/h
Power	n/a

TOTAL CAPACITY

135.14 TB USABLE   184 TB RAW   182.44 TB 90%   202.71 TB EFFECTIVE

1.5:1 DATA REDUCTION   33%

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210

Effective capacity is assuming a data reduction rate of 1.5x, including RAID and system overhead.

PERFORMANCE

| 147K IOPS 8K RANDOM MIXED 50/50 | 235K IOPS 8K RANDOM READ | 129K IOPS 8K RANDOM WRITE | 5.0 GB/s 256K SEQ. READ | 2.1 GB/s 256K SEQ. WRITE |

The above performance figures are based on real world usage data and include compression and data deduplication.

Secondary Site Cost = $507,144.29

4 x HPE ProLiant DL360 Gen10 Server Compute nodes

- (2) Intel Xeon-Gold 5220R Processors (2.2GHz/24-core/150W)
- Memory - 768GB (12x64GB)
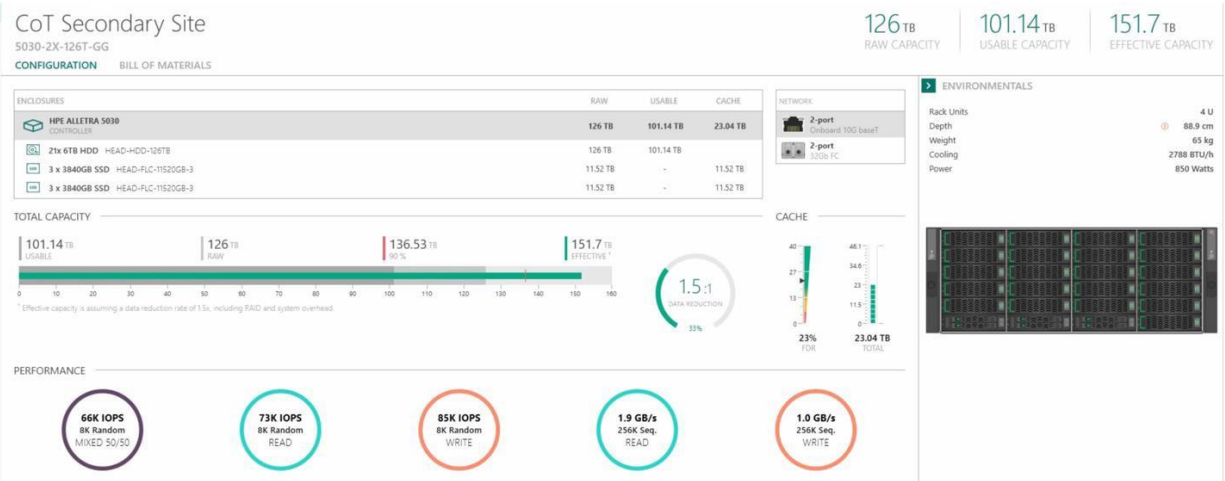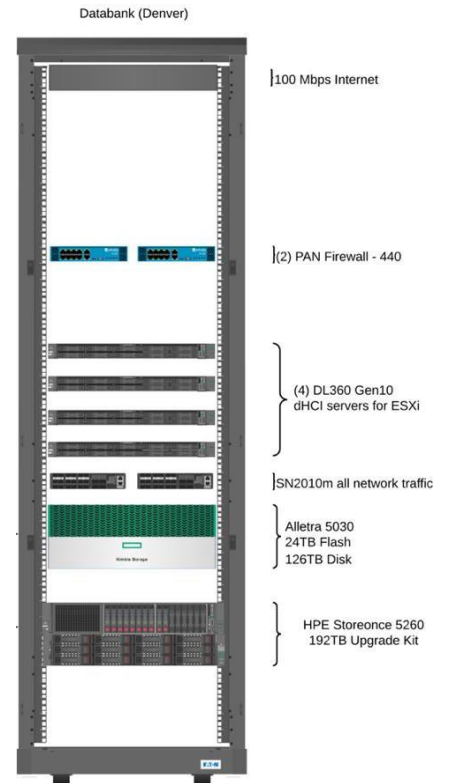- Network - 4 X 10/25Gb Ports

M-series SN2010M Switches

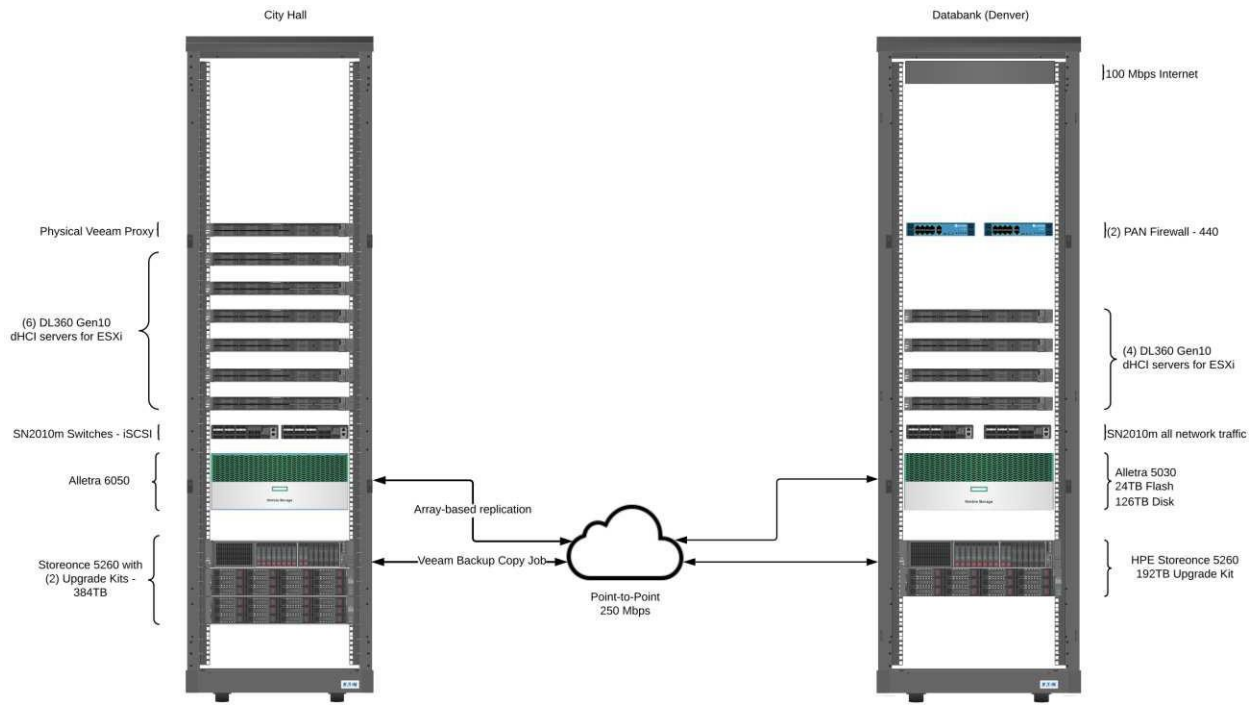**Total Processor Cores – 192**

Total Memory – 3TB

HPE Alletra 5030 Hybrid Array Useable Storage – 138TB

HPE Storeonce 5260 Backup Target – 192TB

- Support - 5 YR 24x7
- All cables to support 10/25GbE connections

Databank (Denver)

- 100 Mbps Internet
- (2) PAN Firewall - 440
- (4) DL360 Gen10 dHCI servers for ESXi
- SN2010m all network traffic
- Alletra 5030 24TB Flash 126TB Disk
- HPE Storeonce 5260 192TB Upgrade Kit

CoT Secondary Site
5030-2X-126T-GG
CONFIGURATION   BILL OF MATERIALS

| | 126 TB RAW CAPACITY | 101.14 TB USABLE CAPACITY | 151.7 TB EFFECTIVE CAPACITY |

ENCLOSURES	RAW	USABLE	CACHE
HPE ALLETRA 5030 CONTROLLER	126 TB	101.14 TB	23.04 TB
21x 6TB HDD HEAD-HDD-126TB	126 TB	101.14 TB	
3 x 3840GB SSD HEAD-FLC-11S20GB-3	11.52 TB	-	11.52 TB
3 x 3840GB SSD HEAD-FLC-11S20GB-3	11.52 TB	-	11.52 TB

NETWORK
2-port Onboard 100 baseT
2-port 32Gb FC

ENVIRONMENTALS

Rack Units	4 U
Depth	88.9 cm
Weight	65 kg
Cooling	2788 BTU/h
Power	850 Watts

TOTAL CAPACITY

101.14 TB USABLE   126 TB RAW   136.53 TB 90%   151.7 TB EFFECTIVE

1.5 :1 DATA REDUCTION 33%

CACHE

23% FDR   23.04 TB TOTAL

Effective capacity is assuming a data reduction rate of 1.5x, including RAID and system overhead.

PERFORMANCE

- 66K IOPS — 8K Random MIXED 50/50
- 73K IOPS — 8K Random READ
- 85K IOPS — 8K Random WRITE
- 1.9 GB/s — 256K Seq. READ
- 1.0 GB/s — 256K Seq. WRITE

Complete Solution = $1,762,616.84

City Hall

Databank (Denver)

Physical Veeam Proxy

(6) DL360 Gen10 dHCI servers for ESXi

SN2010m Switches - iSCSI

Alletra 6050

Storeonce 5260 with (2) Upgrade Kits - 384TB

Array-based replication

Veeam Backup Copy Job

Point-to-Point 250 Mbps

100 Mbps Internet

(2) PAN Firewall - 440

(4) DL360 Gen10 dHCI servers for ESXi

SN2010m all network traffic

Alletra 5030 24TB Flash 126TB Disk

HPE Storeonce 5260 192TB Upgrade Kit

Rack Elevation Diagrams

<u>Professional Services and Setup Fees</u>

- Installation, Configuration, and Migration $205,000
- Databank Cabinet Provisioning $10,000
    - o 45U 1200mm cabinet
    - o (2) 208v Managed and Switched PDU's
    - o ATS to provide redundant power to devices that only have support for a single power supply.
    - o Vertical and horizontal cable management
- Point-to-point $2,500

- **Total** **$217,500**

5. <u>Operating Costs (5 Years)</u>
    - Point-to-Point @ 200 Mbps $96,000
    - Databank Colocation $96,000
        - o (1) Cabinet 45U 1200mm
        - o (2) RJ45 copper ethernet interfaces providing internet and patch panel
        - o 100Mbps Internet speed
        - o (2) 208v 30amp power circuits
        - o (1) Cross-connect (SMF) for 200Mbps point-to-point

Total operating costs (5 Years) **$192,000**

Pricing Summary

Item	Annual Cost	5-Year Cost	Total
Operating Costs			
Point-to-Point with 200 Mbps	$ 19,200.00	$ 96,000.00	
Databank Colocation	$ 19,200.00	$ 96,000.00	
Operating Costs Total			**$ 192,000.00**
Setup Costs			
Point-to-Point Setup Fee			$ 2,500.00
Databank Colocation			$ 10,000.00
Setup Costs Total			**$ 12,500.00**
Hardware & Installation Costs			
Primary Site			$ 1,255,472.55
Secondary Site			$ 507,144.29
Professional Services & Travel			$ 205,000.00
Hardware & Installation Costs Total			**$ 1,967,616.84**
Lease Costs			
Grand Total			$ 2,172,116.84
Less Discount			$ (3,616.84)
Amount Financed			$ 2,168,500.00
Lease Charges			$ 276,720.45
Total Lease Cost			**$ 2,445,220.45**
Annual Lease Payment			
Annual Lease Payment			$ 489,044.09

HELIXSTORM

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The City of Temecula

Digital Transformation
Statement of Work

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INTRODUCTION

Helixstorm has the capability to be the single source for building integrated IT solutions for The City of Temecula. Helixstorm focuses on core hardware and software products that are combined with a unique consulting methodology to deliver a solution tailored to the customer's requirements.

Finally, Helixstorm's goal is to develop a solid working relationship and a familiarity with The City of Temecula's computing environment and associate requirements in order to validate the solution. Helixstorm is in a singular position to provide the best possible solution in continuing support of this mission-critical environment.

The combination of these factors, combined with strategic pricing initiatives, makes Helixstorm uniquely qualified to provide the design, consulting, and implementation of this infrastructure solution for The City of Temecula.

Helixstorm is pleased to provide this statement of work, under which Helixstorm will provide Datacenter Support Services described herein. This Statement of Work is effective as of %EFFECTIVEDATE% (the Effective Date).

Objective

Update The City of Temecula's primary infrastructure to protect against a digital disaster by implementing immutable backups and the ability to restore operations within 24 hours. Protect against a physical disaster by setting up a secondary site in Denver, CO that will be operational within 48 hours.

Helixstorm – Professional Services

The advantage of using Helixstorm Professional Services is proven by the successful implementations and satisfactory reviews received from its nationwide customer base. This success is attributed to key deliverables that go above and beyond basic installations:

Project Management
Overseeing the services installation from conception to finality, Helixstorm assigns a project manager as the customer's single point of contact and first escalation point. In addition, the project manager has the support of a Services Resource Coordinator and the VP of Professional Services as escalation points. Project Management services are comprised of coordination of all correspondence and status meetings, verifying shipping accuracy, coordinating various resources required to complete the installation, and providing escalation management.

Design Services and Pre-installation Planning
Design Service and Pre-install Planning provide a thorough understanding between Helixstorm and The City of Temecula on the Final accepted solution. Helixstorm welcomes customer input and feedback in this phase of the process. Final acceptance and sign-off from the customer is required to proceed to the next stage.

Knowledge Transfer
Helixstorm consultants take the time to go over the functionality of each piece of newly installed hardware. While this orientation does not take the place of any formal training, it provides a comfort level for your staff to begin usage of the systems from day one.

Documentation
Helixstorm Consultants will deliver at the conclusion of your project, documentation to be used to reference and maintain your systems. The documents contain detailed installation procedures executed during the installation of servers, as well as diagrams and system outputs proven beneficial to the administration of the machines.

SERVICE DESCRIPTION AND DELIVERABLES

Helixstorm will perform the tasks listed in the Service Deliverables section. A brief description of these tasks includes:

Install and configure the following equipment:
   Primary Site (City Hall)
   - (6) HPE DL360 Gen10 Servers
   - (2) 10GbE Modules in existing 5406 core switch
   - (1) Alletra 6050
   - (2) Mellanox SN2010m iSCSI switches
   - (1) HPE 5260 Storeonce
   Secondary Site (Denver)
   - (4) HPE DL360 Gen10 Servers
   - (2) Palo Alto 440 Firewalls
   - (1) Alletra 5030
   - (2) Mellanox SN2010m iSCSI switches
   - (1) HPE 5260 Storeonce

Helixstorm Services Deliverables
   Pre-Installation Tasks
   - Project Preparation
   - Internal Kickoff
   - Customer Kickoff
   - Design, Preparation and Planning (including customer input)
     o Server Host Placement
     o Storage Array Placement
     o iSCSI Switches
     o Veeam
     o VMware
     o Backup Target
     o Migration

Phase 1 (Primary Site) (200 Hours)
   Infrastructure Installation
   - Physical Equipment Logistics
   - Inventory equipment
   - Rack equipment per design
   - Cable equipment per design

Retrofit Existing Core Network
- Install 10GbE modules into 2 x HPE Aruba 5406 zl2 switches
- Install transceivers
- Assist with point-to-point installation from contracted provider

Install and Configure dHCI Infrastructure
- Ensure fan kits and power supplies are installed, seated, and functioning per manufacturer specifications
- Cable power supplies to balance the load between existing A&B PDUs.
- Install and configure 6 x HPE DL Gen10 Servers into rack
- Cable 2 x 25GbE ports per dHCI node to each SN2010m switch
- Cable 2 x 10GbE ports per dHCI node to each module on core switch
- Use temporary VMware Enterprise Plus keys (will migrate City owned keys from old environment once data migration is complete)
- Upgrade vSphere 6 license keys to vSphere 7
- Register dHCI with HPE InfoSight

HPE Mellanox SN2010m iSCSI Switches (Qty 2)
- Install and configure 2 x Mellanox SN2010m iSCSI switches
- Cable 2 x 1GbE management ports on SN2010m to existing 2 x 1GbE ports on core switch
- Create 100GbE trunk between 2 x SN2010m iSCSI switches
- Install 8 x SFP+ transceivers into each iSCSI switch
- Create new vLAN on each switch
    - iSCSI_A
    - iSCSI_B
    - Management
    - Create counters for iSCSI network
    - Label all ports

Install and configure 1 x HPE Alletra 6050 Storage Array
- Install and cable Alletra 6050
- Connect 4 x 1GbE management/replication to core network
- Connect 4 x 25GbE iSCSI cables to SN2010m iSCSI switches
- Initialize and name Alletra (out of box procedure)
- Configure management/replication ports
- Configure iSCSI ports
- Create hosts and host sets

- Create volumes (LUNs)
- Map volumes to host/host sets

VMware vSphere 7.x
- Prepare ESX host servers
- Install HPE OEM build of VMware ESXi 7.x operating system on each dHCI node
- Install new instance VMware vCenter Standard 7.x
- Configure VMware vCenter
- Configure distributed switching
- Install and configure vSphere Enterprise Plus licensing
- Configure all management and server vLANs on virtual switches
- Configure iSCSI network on virtual switches

Backup Target
- Install and configure Veeam Proxy/Transport
- Install and configure StoreOnce
- Integrate into data and iSCSI networks
- Create retention policies and backup jobs based on requirements
- Configure backup jobs to support all migrated virtual machines from old environment
- Test Backup/Restore

Phase 2 (Secondary Site) (165 Hours)
Infrastructure Installation
- Physical Equipment Logistics
- Inventory equipment
- Rack equipment per design
- Cable equipment per design

Install and Configure Firewalls
- Install and configure 2 x Palo Alto 440 firewalls
- Connect firewalls to SN2010m
- Setup IP scheme for all vlans and traffic
- Install and configure all licenses
- Configure datacenter WAN uplink
- Configure point-to-point uplink (replication traffic)
- Test routing of equipment through datacenter WAN uplink

Install and Configure dHCI Infrastructure

- Ensure fan kits and power supplies are installed, seated, and functioning per manufacturer specifications
- Cable power supplies to balance the load between existing A&B PDUs.
- Install and configure 4 x HPE DL360 Gen10 Servers into rack
- Cable 2 x 25GbE ports per dHCI node to each SN2010m switch
- Cable 2 x 10GbE ports per dHCI node to each module on core switch
- Use temporary VMware Enterprise Plus keys (will migrate City owned keys from old environment once data migration is complete)
- Upgrade vSphere 6 license keys to vSphere 7
- Register dHCI with HPE InfoSight

HPE Mellanox SN2010m iSCSI Switches (Qty 2)

- Install and configure 2 x Mellanox SN2010m iSCSI switches
- Cable 2 x 1GbE management ports on SN2010m to existing 2 x 1GbE ports on core switch
- Create 100GbE trunk between 2 x SN2010m iSCSI switches
- Install 8 x SFP+ transceivers into each iSCSI switch
- Create new vLAN on each switch
  - iSCSI_A
  - iSCSI_B
  - Management
  - Server vLAN(s)
  - Create counters for iSCSI network
  - Label all ports

Install and configure 1 x HPE Storage Array

- Install and cable storage array
- Connect 4 x 1GbE management/replication to core network
- Connect 4 x 25GbE iSCSI cables to SN2010m iSCSI switches
- Initialize and name storage array (out of box procedure)
- Configure management/replication ports
- Configure iSCSI ports
- Create hosts and host sets
- Create volumes (LUNs)
- Map volumes to host/host sets

VMware vSphere 7.x

- Prepare ESX host servers
- Install HPE OEM build of VMware ESXi 7.x operating system on each dHCI node

- Install new instance VMware vCenter Standard 7.x
- Configure VMware vCenter
- Configure distributed switching
- Install and configure vSphere Enterprise Plus licensing
- Configure all management and server vLANs on virtual switches
- Configure iSCSI network on virtual switches

Backup Target

- Install and configure Veeam Proxy/Transport
- Install and configure StoreOnce
- Integrate into data and iSCSI networks

Phase 3 (80 Hours)
Integrate Primary and Secondary sites

- Test point-to-point network connectivity
- Configure array-based replication using a test LUN and test server
- Test bringing the server online in the secondary site
- Validate test server in secondary site routes traffic through datacenter WAN link
- Test failover from primary sit to secondary site
- Send a Veeam copy job to secondary site and bring servers online
- Test backup immutability

Phase 4 (110 Hours)
Data Migration

- Validate dHCI environment is on the same management network as existing environment
- Validate Storage vMotion is functioning correctly
- 100% of the migration will occur over the network
- Migrate non-mission critical virtual machines from legacy c7000 and 3par to dHCI infrastructure
- Ensure test migration is successful before proceeding on the remainder of the virtual machines

Retrofit Nimble arrays with iSCSI cards

- Install (1) dual/quad port iSCSI card in each Nimble array
- Shutdown the virtual machines running on the volumes presented over fiber channel.
- Remove them from vCenter inventory
- Unmount the volumes presented to ESXi servers over fiber channel
- Mount the volumes to dHCI over iSCSI
- Add virtual machines into vCenter inventory
- Power virtual machines on

Phase 5

VMware Upgrade from vSphere 7.0.3 Update 3 to vSphere 8

- Upgrade vCenter at primary and secondary site
- Upgrade 6 dHCI nodes to vSphere 8 at primary site
- Upgrade 4 dHCI nodes to vSphere 8 at secondary site
- Upgrade VMware tools and virtual hardware on all virtual servers

Phase 6 (160 Hours)

VMware Horizon Infrastructure

- Setup new VMware Horizon 8 infrastructure
- Install and configure redundant UAGs
- Install and configure redundant connection servers
- Install and configure licensing and additional items
- Install and configure App Volumes/DEM
- Install and configure WS1 and IDMC
- Install and configure SQL Server
- Configure and update desktop pools, desktops, assignments and entitlements as needed
- Decommission VMware Horizon 7 environment.

Phase 7 (40 Hours)

Decommission Legacy Chassis and 3par

- Ensure all data has been evacuated from legacy infrastructure
- Delete all LUNs and power off 3par
- Power off blade servers and chassis
- Decommission and power off existing Fiber Channel switches
- Present a quote for removal and e-waste

Phase 8 (40 Hours)

Training and Documentation

- Provide systems documentation
- Provide turnover training

IMPLEMENTATION APPROACH

Helixstorm will utilize a multi-phased approach to deploy the entire solution. Project Management occurs throughout the project.

These phases are outlined as follows:

Phase	Activities
Analysis and Design / Project Kickoff Duration of this phase is dependent on equipment lead times and customer scheduling	Project Initiation Customer Kickoff Facilities confirmation (Power, Climate, Network) Project Plan Design document
Project Installation	Services Deliverables and Installation Tasks
Knowledge Transfer/Documentation	Walk through basic functionality and administration of installed equipment and services.
Project Closure and Signoff	Completion / Project Acceptance

ROLES & RESPONSIBILITIES

Resources

Helixstorm will provide day-to-day project management for the overall implementation activities to ensure work is completed in accordance with project objectives. Helixstorm anticipates involvement by the following team members:

- ☐ Project Manager
- ☐ Technical Consultant(s)

The City of Temecula Resources & Obligations

Helixstorm assumes that The City of Temecula will provide a part-time, day-to-day project point-of-contact person who will be Helixstorm primary contact and liaison. This person is solely responsible for all critical and non-critical engagement tasks including, but not limited to, the following:

- ☐ Scheduling meetings & interviews with The City of Temecula personnel
- ☐ Reserving The City of Temecula facilities (conference rooms, labs, etc.)
- ☐ Providing all requisite documentation and diagrams
- ☐ Providing any necessary escalation activity
- ☐ Reviewing & agreeing to all Customer Acceptance Criteria specified

Assumptions

1. The City of Temecula is responsible for procuring all required Microsoft OS licensing and media
2. The City of Temecula will provide VPN access to the environment to enable Helixstorm to perform remote services should they be necessary after the initial onsite implementation
3. The City of Temecula will provide the appropriate amount of network connections
4. The legacy infrastructure (SAN and servers) must have a valid support contract with the manufacturer
5. Must have a valid and functional backup of each server before migration services commence
6. Only the gold image will be transferred to the new environment. No updates or modifications will be performed to the gold image. Any application that is not installed on the gold image that needs to be added will require a change in scope form.
7. All hardware and software must be under a valid support contract and eligible for upgrade.
8. Administrative credentials to all network resources will be provided and stored securely in Helixstorm's provided information management system.

PRICING[1]

Pricing

Pricing is a fixed price contract; the price is preset and invariable and covers the scope and assumptions as described above.

Element	Price
Implementation Services – fixed fee and includes project management	$200,000
Travel and Expenses	$5,000
Total	$205,000

Payment Terms

Purchase – Services
- o The City of Temecula has taken out a lease and will make a single payment, per year, to Hewlett Packard Enterprise Financial Services. The payment will be due on **June 1.**

Travel and Expenses

Travel and expenses are included within the scope of the statement of work to cover airfare, hotel, transportation, and meals when implementing the secondary site in Colorado.

Project Acceptance

Upon completion of all Helixstorm tasks and deliverables contained in the SOW, Helixstorm will provide *The City of Temecula* with a Project Delivery Acceptance Form (DAF) for signature. *The City of Temecula* will have 30 business days to return the signed DAF or a written response notifying Helixstorm of any outstanding or incomplete Helixstorm task or deliverables. If *The City of Temecula* fails to respond after 30 business days Helixstorm shall deem the project accepted by *The City of Temecula*.

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[1] Pricing is valid through May 31, 2023

Project Change Control Procedure

- Any changes in the scope of work as defined in this document shall require a revised Statement of Work or an authorized Project Change Request and may result in changes to the project schedule, customer responsibilities or other terms of this SOW.
- In the event a change order is required to properly complete the project that was not already specified under the scope of work, a Change Order Request shall be submitted along with the additional scope of work and amounts required to complete the work. The Change Order Request shall be agreed and approved by both parties and signed by Customer's Commercial Department. The Change Order Request will include but is not limited to:

    a.   Date of requested Change
    b.   Scope of Work
    c.   Deliverables
    d.   Number of Hours
    e.   Price
    f.   Completion Date

- If the change order is for a significant amount of work, a new Statement of Work may be required at a fixed cost to be agreed by both parties.

CUSTOMER ACCEPTANCE

This Proposal, including any exhibits and appendices, constitutes the entire agreement between Helixstorm and The City of Temecula, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder.

Signature
Signing below indicates The City of Temecula's acceptance of this
Proposal.

Helixstorm	The City of Temecula
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

LIMITATIONS

Upon depletion of consulting time identified in this document, completion of tasks outlined, or written request by the customer to terminate this agreement, this consulting engagement shall be considered complete.

Limitation of Liability (HELIXSTORM) - TOTAL LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT, OR CHARGED TO THE CUSTOMER, FOR THE SERVICES THAT GAVE RISE TO SUCH LIABILITY. HELIXSTORM SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, OR FOR THE EXCESS COST OF REPLACEMENT SERVICES AND THE LIKE, EVEN IF HELIXSTORM HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

City Hall

Databank (Denver)

1100 Mbps Internet

ESXi servers uplink back to
l0Gbps core

Physical Veeam Proxy

1(2) PAN Firewall - 440

(6) DL360 Genl0
dHCI servers for ESXi

(4) DL360 Genl0
dHCI servers for ESXi

SN2010m Switches - iSCSI

lsN2010m all network traffic

Alletra 6050

Alletra 5030
24TB Flash
126TB Disk

Array-based replication

Storeonce 5260 with
(2) Upgrade Kits -
384TB

Veeam Backup Copy Job

HPE Storeonce 5260
192TB Upgrade Kit

Point-to-Point
250Mbps

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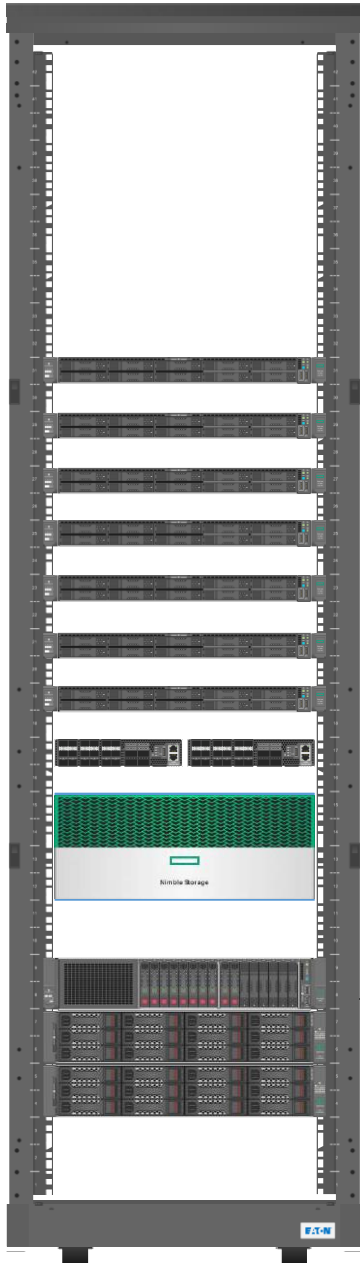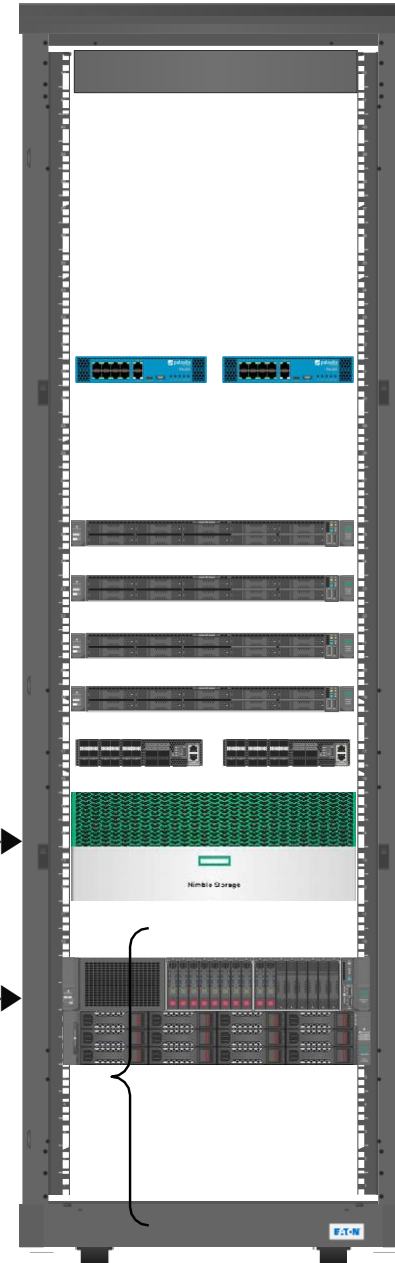
1. The Master Service Agreement ("MSA") between DataBank Holdings Ltd. or its applicable "Local Entity" (collectively "DataBank") is hereby incorporated into this Order Form and made a part thereof, and Customer and DataBank agree to be bound as if such MSA were fully set forth herein. DataBank may assign or delegate its performance under this Order Form, including through the assignment or delegation to a "Local Entity". Such Local Entity will perform the Services in accordance with, and subject to, the terms and conditions of this Order Form and the MSA. DataBank may act as agent for such Local Entity, and in such capacity will invoice Customer for Services rendered, manage Service delivery hereunder and may exercise and enforce other rights on behalf of such Local Entity. "Local Entity" means a partnership, corporation, or other legal entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with DataBank and such legal entity is authorized to provide the applicable Services. For purposes of the foregoing, "control" means, with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof and (b) any other entity, fifty percent (50%) or more ownership interest in said entity, of the power to direct the management of such entity.

2. Unless otherwise stated elsewhere in the MSA or this Order Form, upon the expiration of the initial term of this Order Form, the term of this Order Form will continue automatically for additional terms equal to the initial term (each a "Renewal Term") unless Customer or DataBank notifies the other party in writing at least ninety (90) days prior to the end of the then-current term, that it has elected to terminate this Order Form, in which case this Order Form shall terminate at the end of such term.

3. In support of DataBank meeting the target Service Commencement Date provided by DataBank, Customer specifically acknowledges that Customer is responsible for performing its obligations specified in this Order Form and the MSA ("Customer Requirements"). Customer acknowledges that any delay in Customer providing such Customer Requirements may delay DataBank from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow DataBank to complete work at any location on or before the target Service Commencement Date, then DataBank may continue with any remaining acceptance procedures within DataBank's control and deem the Services delivered and accepted upon notice to Customer. The date of such notice to Customer shall be the Service Commencement Date.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "*MSA*") between DataBank Holdings Ltd., a Texas limited partnership with offices at 400 South Akard, Suite 100, Dallas, Texas 75202 ("*DataBank*") and _____ a _____ corporation with offices at _____ ("*Customer*") is made effective as of the date indicated below the Customer signature on the initial Order Form submitted by Customer and accepted by DataBank.

ARTICLE 1 – INTRODUCTION

1.1 *General*. This MSA sets forth the terms and conditions of DataBank's delivery and Customer's receipt of any or all of the Services provided by DataBank, including Professional Services. The specific Services to be provided under this MSA are identified in the Order Forms and/or Statements of Work submitted by Customer and accepted by DataBank and described in detail in the Order Forms and/or Statements of Work attached to each Order Form. The service levels DataBank will provide to Customer for each Service ordered, other than Professional Services, are defined in detail in the Service Level Agreements. Each Service Level Agreement and Order Form submitted, accepted and executed by both parties is hereby incorporated by reference into this MSA. This MSA is intended to cover any and all Services ordered by Customer and provided by DataBank. **Any terms set forth in this MSA which apply specifically to Services not ordered by Customer, will not apply to Customer.**

If Customer and DataBank or any of its affiliated entities are party to an agreement pursuant to which services are provided to Customer (the "Prior MSA"), then the parties hereby expressly agree that the Prior MSA is hereby terminated and superseded in its entirety by this MSA, and any Service Orders previously issued under the Prior MSA that are in effect are subject to the terms and conditions set forth in this MSA.

1.2 *Definitions*. Capitalized terms used and not elsewhere defined in this MSA, have the meanings given them in Schedule A to this MSA.

ARTICLE 2 – DELIVERY OF SERVICES AND TERM

2.1 *Delivery of Services.*

(a) *General*. By submitting an Order Form, Customer agrees to take and pay for, and, by accepting the Order Form, DataBank agrees to provide, the Services specified on the Order Form during the Initial Term and for any Renewal Term, as specified in Section 2.2(b). Billing for individual Services will begin as set out on the applicable Order Form. If no time is set out on an Order Form, billing will begin on the Service Commencement Date.

2.2 *Term of Services.*

(a) *Commencement of Initial Term.* The term for each Service will commence on the Service Commencement Date and continue for the Initial Term.

(b) *Renewal Terms.* Each Service will continue automatically for additional terms equal to the Initial Term ("*Renewal Term*") unless Customer or DataBank notifies the other party in writing at least ninety (90) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate such Service, in which case such Service shall terminate at the end of such term. The termination of any Service will not affect Customer's obligations to pay for other Services. Notwithstanding the foregoing, DataBank may change the term or change or increase the prices it charges Customer for any Service at any time after the Initial Term and effective ninety (90) days after providing written notice to Customer. Except as otherwise expressly provided in this MSA, DataBank is obligated to provide and Customer is obligated to pay for each Service through its Initial Term and any Renewal Term.

(c) *Utility Rate Increases.* Customer acknowledges that DataBank may increase power charges at a rate proportional to utility rate increases during the Initial Term or any Renewal Term.

ARTICLE 3 – PAYMENT TERMS FOR FEES AND EXPENSES

3.1 Fees and Expenses. Customer will pay all fees and expenses due according to the prices and terms listed in the Order Forms. The prices listed in the Order Forms will be increased by three percent (3%) per annum during the Initial Term indicated in the Order Forms and any Renewal Term thereof to cover increased costs associated with operating the DataBank Data Centers.

3.2 *Payment Terms.* On the Service Commencement Date for each Service, Customer will be billed an amount equal to all non-recurring charges indicated in the Order Form and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred during a month (e.g., time and materials billing fees, etc.) will be billed at the end of the month in which the Services were provided. Payment for all fees and expenses is due within thirty (30) days from the date of each DataBank invoice ("Due Date"). All payments will be made in the United States in U.S. dollars.

3.3 *Late Payments.* Any payment not received within by the Due Date will accrue interest at a rate of one and one half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower.

3.4 *Billing Disputes.* If Customer in good faith disputes any portion of any DataBank invoice, Customer shall submit to DataBank, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date of the applicable invoice pursuant to this Article 3.4, Customer shall have waived its right to dispute the invoice and all charges therein shall be deemed true and correct and due and owing. DataBank and Customer agree to use their respective commercially reasonable efforts to resolve any dispute within thirty (30) days after DataBank receives written notice of this dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to DataBank shall be due within ten (10) days of the resolution of the dispute.

3.5 *Taxes.* All fees charged by DataBank for Services are exclusive of all regulatory fees, surcharges, taxes and similar fees now in force or enacted in the future imposed on the transaction or the delivery of Services, all of which Customer will be responsible for and will pay in full, except for franchise taxes and taxes based on DataBank's net income.

ARTICLE 4 – CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS

4.1 *Confidential Information.*

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("*Confidential Information*"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, DataBank Technology, Customer Technology, and the terms and conditions of this MSA and all documents incorporated by reference into this MSA. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this MSA, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party's Confidential Information, at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information under this MSA if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly

known or otherwise ceases to be secret or confidential, except through a breach of this MSA by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law or legal procedure, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure unless (i) such disclosure is prohibited by law; or (ii) a government agency requests that no disclosure be made to the disclosing party.

4.2 *Intellectual Property.*

(a) *Ownership.* Except for the rights expressly granted in this MSA, this MSA does not transfer from DataBank to Customer any DataBank Technology, and all right, title and interest in and to DataBank Technology will remain solely with DataBank. Except for the rights expressly granted in this MSA, this MSA does not transfer from Customer to DataBank any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. DataBank and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in this MSA, DataBank will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of DataBank.

ARTICLE 5 – DATABANK REPRESENTATIONS AND WARRANTIES

5.1 *General.*

(a) *Authority and Performance of DataBank.* DataBank represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations, including OSHA requirements, or cause a breach of any agreements with any third parties. In the event of a breach of the warranties set forth in this Section 5.1(a), Customer's remedy, in addition to any other remedies available at law or in equity, is termination pursuant to Article 10.

5.2 *Service Warranties.*

(a) *Service Level Warranty.* Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, DataBank warrants that it will provide each Service at or above the service levels defined in the applicable Service Level Agreement (the "*Service Level Warranty*").

(b) *Remedies.* In the event that DataBank fails to provide a Service at the level required by the Service Level Warranty, Customer's only remedies are those set forth in the Service Level Agreement applicable to that Service (the "*Remedies*").

(c) *Customer Must Request Remedies.* In order to receive any of the Remedies, Customer must notify DataBank in writing within thirty (30) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer's right to receive such Remedies.

(d) *Remedies Shall Not Be Cumulative; Maximum Remedy.* The Remedies set forth in each Service Level Agreement are not cumulative. The aggregate maximum Remedy for any and all failures to provide Services at the level required by a particular Service Level Agreement that occur in a single calendar month shall not exceed the maximum set forth in such Service Level Agreement.

(e) *Termination Option for Chronic Problems.* Customer may terminate a specific Service if the Customer experiences Chronic Problems (as defined in the applicable Service Level Agreement) with such Service. Customer must provide DataBank written notice of termination for Chronic Problems as specified in the Service Level Agreement and such termination will be effective as provided in the Service Level Agreement.

(f) THE SERVICE LEVEL WARRANTY SET FORTH IN THIS SECTION 5.2 DOES NOT APPLY TO (I) ANY PROFESSIONAL SERVICES; (II) ANY SUPPLEMENTAL SERVICES; OR (III) ANY SERVICES THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SERVICE LEVEL AGREEMENTS FOR SUCH SERVICES).

(g) *System Maintenance.* Except for Emergency Maintenance, in the event DataBank determines that it is necessary to perform maintenance that has the potential for Service to be interrupted for the performance of system maintenance, DataBank will notify Customer ten (10) days prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 A.M. local time). In no event shall interruption for system maintenance constitute a failure of performance by DataBank.

(h) *Software License.* Any third party software license provided to Customer is provided with "Restricted Rights" applicable to private and public licensees, including restrictions on use, duplication or disclosure by the U.S. Government as set forth in this Agreement and as provided in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

(i) *Third Party Solutions*. Customer agrees and acknowledges that Customer may purchase, install or utilize certain third party applications, products, services, or software ("Third Party Solutions") through DataBank with the Services. These Third Party Solutions are provided to Customer "AS IS" and are governed by the third party's own terms of service (including any required payments) and privacy policies as set forth by that third party. DataBank does not endorse and is not responsible or liable for, directly or indirectly, and makes no representations or warranties and provides no indemnification for the services or features provided by any Third Party Solutions that Customer may choose to install, notwithstanding any language to the contrary in this Agreement, any Order Form, Statements of Work or Service Level Agreement. DataBank is not liable for Customer's reliance on the privacy practices, data security processes or other policies of such Third Party Solutions. DATABANK DOES NOT MANAGE OR PROVIDE CUSTOMER SUPPORT OR ASSISTANCE WITH RESPECT TO THE THIRD PARTY SOLUTIONS, UNLESS PREVIOUSLY AGREED IN WRITING BY THE PARTIES, AND DATABANK IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DAMAGES OR LOSSES ALLEGED OR CAUSED IN CONNECTION WITH THE USE OF, OR RELIANCE UPON, ANY THIRD PARTY SOLUTIONS.

(j) *Customer Solutions*. To the extent that Customer uses its own applications, products, services, software ("Customer Solutions") in conjunction with the Services, then DataBank shall not be responsible or liable in any way for any damage or loss alleged, or caused, in connection with the use of or reliance upon of any Customer Solutions.

5.3 *Service Performance Warranty.* DataBank warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

5.4 *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ARTICLE 5, THE SERVICES AREPROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. DATABANK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DATABANK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.5 *Disclaimer of Actions Caused by or Under the Control of Third Parties.* DATABANK DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM DATABANK'S NETWORK AND OTHER PORTIONS OF THE INTERNET.   SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH DATABANK WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, DATABANK CANNOT GUARANTEE THAT

SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, DATABANK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

ARTICLE 6 – CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

6.1 *Representations and Warranties of Customer.*

(a) *Authority and Performance*. Customer represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the Acceptable Use Policy or unreasonably interfere with other DataBank customers' use of DataBank services.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, DataBank will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by DataBank to prevent any harm to DataBank and its business. DataBank will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, DataBank will promptly restore the Services.

6.2 *Compliance with Law and Acceptable Use Policy.* Customer agrees that it will use the Services only for lawful purposes and in accordance with this MSA. Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by DataBank from time to time at http://www.databank.com/legal/aup. The Acceptable Use Policy are incorporated into this MSA by reference. DataBank may change the Acceptable Use Policy upon fifteen (15) days' written notice to Customer. In the event that said change materially and adversely impacts Customer use or ability to use Services hereunder, then Customer may terminate the affected Service upon thirty (30) days written notice to DataBank. Customer agrees that it has received, read and understands the current version of the Acceptable Use Policy. The Acceptable Use Policy contains restrictions on Customers and Customer's users' online conduct (including prohibitions against unsolicited commercial email). Customer agrees to comply with such restrictions in accordance with the Acceptable Use Policy. Customer acknowledges that DataBank exercises no control whatsoever over the content of the information passing through Customer's sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the Acceptable Use Policy.

6.3 *Accesses and Security.* Customer's access to the DataBank Data Centers will be limited solely to the Representatives identified by the Customer to DataBank in writing or entered by Customer into the DataBank Web Portal. If Customer is in breach under this Agreement or otherwise not in compliance with the terms of this Agreement, DataBank's prior written consent, which may be granted in DataBank's sole discretion, will be required for any such access.

6.4   *Restrictions on Use of Services.* Customer shall not, without the prior written consent of DataBank, which will not be unreasonably withheld, resell the Services to any third parties.

6.5   "*Distributed Denial of Service Attack*" ("*DDoS Attack*"). DataBank shall assign Internet Protocol ("IP") address space for Customer use during the term of this Agreement. DataBank shall retain ownership of all such IP addresses at all times. Unless Customer has subscribed to DataBank DDoS Service, in the event Customer is subject to a DDoS Attack, it may be necessary to limit or stop all Customer data transfer including Null Routing of all inbound and outbound Customer internet traffic. If this occurs, DataBank will use commercially reasonable efforts to contact Customer. DataBank will attempt to limit the time in which Customer's data transfer is restricted, but this type of restriction will not be a breach of this Agreement.

ARTICLE 7 – INSURANCE

7.1   *DataBank Minimum Levels.* DataBank agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than $2 million per occurrence for bodily injury and property damage, (ii) workers' compensation insurance including employer's liability insurance in an amount not less than $1 million per occurrence, and (iii) hired and non-owned automobile liability insurance in an amount not less than $1 million per occurrence. Where not specifically prohibited by law, all policies shall contain waiver of subrogation. DataBank agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in DataBank's and its agents' industries.

7.2   *Customer Minimum Levels.* In order to provide customers with physical access to facilities operated by DataBank and equipment owned by third parties, DataBank is required by its insurers to ensure that each DataBank customer maintains adequate insurance coverage. Customer agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than $2 million per occurrence for bodily injury and property damage, (ii) workers compensation insurance including employer's liability insurance in an amount not less than $1 million per occurrence, and (iii) and "All Risk" property insurance covering all of Customer's equipment in an amount not less than its full replacement cost. If Customer is purchasing Managed or Cloud Services, Customer must additionally obtain professional liability insurance and standard form property insurance, including business interruption and electronic data processing media insurance, in each case in the amount not less than $1 million per occurrence. Where not specifically prohibited by law, all policies shall contain waiver of subrogation. Customer shall notify DataBank in writing at least thirty (30) days in advance of cancellation or reduction in coverage. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable law and customary in Customer's and its agents' industries.

7.3   *Certificates of Insurance; Naming DataBank as an Additional Insured.* Prior to any access of the DataBank Data Centers by any Representative or other agent or employee of Customer, Customer will (i) deliver to DataBank certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name DataBank as an additional insured and notify DataBank in writing of the effective date thereof.

ARTICLE 8 – LIMITATIONS OF LIABILITY

8.1   *Personal Injury.* EACH REPRESENTATIVE AND ANY OTHER PERSON VISITING A DATABANK DATA CENTER DOES SO AT ITS OWN RISK. NEITHER PARTY ASSUMES LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN THE PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

8.2   *Consequential Damages Waiver.* EXCEPT FOR A BREACH OF SECTION 4.1 ("CONFIDENTIAL INFORMATION") OF THIS MSA, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST DATABANK.

8.3   *LIMITATION OF ACTUALS.* DATABANK'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL MONTHLY RECURRING CHARGES RECEIVED BY DATABANK FROM CUSTOMER OVER THE PRECEDING SIX (6) MONTHS FOR THE AFFECTED SERVICES.

ARTICLE 9 – INDEMNIFICATION

8.1   *Indemnification.* Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "*Losses*") resulting from any claim, suit, action, or proceeding (each, an "*Action*") brought by any third party against the other or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); (ii) tangible property or personal injury caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Acceptable Use Policy. Customer will further indemnify, defend and hold DataBank and its affiliates

harmless from and against any and all Losses resulting from or arising out of any Action (i) brought against DataBank related to Customer's breach of this MSA or any Order Form, exhibit, schedule, or addendum hereto, or (ii) brought against DataBank, its affiliatesor customers alleging any damage or destruction to the DataBank Data Centers, DataBank equipment or other customers' equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

8.2 *Notice.* Each party's indemnification obligations under this MSA shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

ARTICLE 10 – TERMINATION

10.1 *Termination by Customer For Cause.* If DataBank fails to perform a particular Service under this MSA and does not remedy such failure within thirty (30) days following written notice from Customer (or such additional time which may be reasonably necessary to remedy such failure), Customer may terminate such Service without any further obligation to DataBank except for the payment of accrued but unpaid charges. If DataBank is unable to provide Service for thirty (30) consecutive days due to a Force Majeure event as defined in Section 11.1, Customer may terminate the affected Service without liability.

10.2 *Termination by Customer for Convenience.* Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to DataBank, provided that Customer shall immediately pay DataBank (a) all charges forServices previously rendered, and (b) the monthly amount due for the terminated Services times the number of months remaining on theapplicable term. Customer acknowledges that DataBank will suffer damages if a Service is terminated prior to the expiration of the InitialTerm or any Renewal Term as the case may be and that the aforementioned payment is a genuine pre-estimate of liquidated damages that DataBank will suffer and not a penalty.

10.3 *Termination by DataBank.* DataBank may terminate this MSA or any Service with no further liability if (i) Customer fails to make payment as required under this MSA and such failure is uncorrected for ten (10) calendar days following written notice from DataBank, or (ii) Customer fails to perform any other material obligation under this MSA and does not remedy such failure within thirty (30) days following written notice from DataBank or (iii) Customer files for bankruptcy or reorganization (voluntary or involuntary) (hereinafter collectively referred to as "*Customer Default*"). In the event of a Customer Default, DataBank shall have the right to: (i) suspend Service to Customer; (ii) cease processing or accepting orders for Service; and/or (iii) terminate this MSA or any Service. If DataBank terminates this MSA due to a Customer Default, Customer shall remain liable for all charges outlined in Section 10.2 herein. Customer agrees to pay DataBank's reasonable expenses (including attorney and collection agency fees) incurred in enforcing DataBank's rights in the event of a Customer Default. It is the express intent and understanding of the parties that, this MSA and Service Orders hereunder being one integrated agreement and not separate, severable contracts, Customer's rights to early termination of any Service is not a right to "reject", on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

10.4 *Termination on Expiration of all Services.* Either party may terminate this MSA, effective as of the date specified in written notice of termination provided to the other party, if all Services have been terminated in accordance with the procedures in Section 2.2(b) or if no Order Forms are in effect.

10.5 *No Liability for Termination.* Neither party will be liable to the other for any termination or expiration of any Service or this MSA in accordance with its terms.

10.6 *Effect of MSA Termination.* Upon the effective date of termination of this MSA:

(a) DataBank will immediately cease providing the Services;

(b) any and all payment obligations of Customer under this MSA for Services through any applicable term will immediately become due;

(c) within ten (10) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement;

(d) Customer will pay to DataBank all expenses incurred by DataBank to return Customers' Confidential Information contained on Customer equipment or DataBank equipment, including, but not limited to, labor costs and the cost of storage media; and

(e) DataBank, at its sole discretion, may remove any Customer Equipment from any DataBank facility or location where the Customer bears the cost of the removal and storage of the Equipment and risk of damage or loss related in any way to the removal of the Equipment.

10.7 *Termination Assistance.* Notwithstanding the provisions of Section 10.6, upon the termination of this MSA for any reason, DataBank will provide to Customer such termination assistance relating to the Services, at DataBank's then current standard rates, as may be reasonably requested in writing by Customer. DataBank's obligation to provide assistance pursuant to this Section 10.7 is limited to a period of fifteen (15) days (the "*Assistance Period*"). Customer will pay DataBank, on the first day of the Assistance Period and as a condition to DataBank's obligation to provide termination assistance to Customer during the Assistance Period, an amount equal to DataBank's reasonable estimate of the total amount payable to DataBank for such termination assistance for the Assistance Period.

10.8   *Survival*. The following provisions will survive any expiration or termination of this MSA: Articles 3, 8, 9, 10 and 11 (excluding Section 11.2) and Sections 4.1, 4.2, and 5.4.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1   *Force Majeure.* Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of DataBank) (each a "*Force Majeure Event*"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

11.2   *No Lease; MSA Subordinate to Master Lease*. This MSA is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (i) it has been granted only a license to use the DataBank Data

Centers in accordance with this MSA; (ii) Customer has not been granted any real property interest in the DataBank Data Centers; and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

11.3   *Marketing*. During the term of this MSA DataBank shall not publicly refer to Customer orally or in writing without the prior written consent of Customer, however, Customer agrees that DataBank may refer to Customer in communications with DataBank's bankers, accountants, and other service providers to the extent reasonably necessary.

11.4   *Government Regulations*. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this MSA without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.5   *Non-Solicitation.* During the Term of this MSA and continuing through the first anniversary of the termination of this MSA, Customer agrees that it will not, and will ensure that its affiliates do not, directly, solicit for employment any persons employed by DataBank.

11.6   *No Third Party Beneficiaries*. DataBank and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.7   *Governing Law; Dispute Resolution.* This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Texas without regard to its conflict of law rules and specifically excluding from application to this MSA that law known as the United Nations Convention on the International Sale of Goods. The parties will reasonably endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by a confidential arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). There will be three (3) arbitrators (the "*Arbitration Tribunal*"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party and shall be further limited by the terms of this MSA. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This MSA will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Dallas, Texas, USA. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer's failure to pay for Services in accordance with this MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

11.8   *Severability*. In the event any provision of this MSA is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this MSA will remain in full force and effect.

11.9   *Waiver*. The waiver of any breach or default of this MSA, or the failure to exercise any right provided for in this MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party.

11.10   *Assignment.* Customer may assign this MSA in whole as part of a corporate reorganization, consolidation, merger, sale of all or substantially all of its assets, or transaction or series of related transactions that results in the transfer of fifty percent (50%) or more of the outstanding voting power of Customer, provided that any such assignee agrees to be bound by the terms and conditions of this Agreement. Customer may not otherwise assign its rights or delegate its duties under this MSA either in whole or in part without the prior written consent of DataBank, and any attempted assignment or delegation without such consent will be void. DataBank may assign this MSA in whole or part. DataBank also may delegate the performance of certain Services to third parties, including DataBank's wholly owned subsidiaries. This MSA will bind and inure to the benefit of each party's successors and permitted assigns.

11.11   *Notice.* Any notice or communication required or permitted to be given under this MSA may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address

of the receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, or sent, whichever is earlier.

11.12   *Relationship of Parties.* DataBank and Customer are independent contractors and this MSA will not establish any relationship of partnership, joint venture, employment, franchise, fiduciary, or agency between DataBank and Customer. Neither DataBank nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this MSA*.*

11.13   *Article and Section Headings; Pronouns; Plural and Singular.* The article and section headings in this MSA are for reference purposes only and shall not affect the meaning or interpretation of this MSA. References in this MSA to a designated "Article" or "Section" refer to an Article or Section of this MSA unless otherwise specifically indicated. All pronouns used in this MSA shall be

construed as including both genders and the neuter. All capitalized defined terms used in this MSA are equally applicable to their singular and plural forms.

11.14   *Entire Agreement.* This MSA, including schedules and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of this MSA. Any additional or different terms in any Order Form or other response by Customer shall be deemed objected to by DataBank without need of further notice of objection, and shall be of no effect or in any way binding upon DataBank.

11.15   *Counterparts and Originals.* This MSA may be executed in counterparts, which together shall constitute a single agreement. Delivery by telephonic facsimile or electronic mail transmission of a signed counterpart of this MSA shall be effective as delivery of a manually signed counterpart. Once signed, any reproduction of this MSA made by reliable means (e.g., photocopy, facsimile) is considered an original.

11.16   *Amendments.* This MSA may be amended or changed only by a written document signed by authorized representatives of DataBank and Customer in accordance with this Section 11.16.

11.17   *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this MSA, the Service Level Agreements, the Order Forms, Statements of Work and any other document made a part hereof, the documents shall control in the following order: the Order Form with the latest date, Statements of Work, the Service Level Agreements, this MSA and other documents.

Authorized representatives of Customer and DataBank have read the foregoing Master Services Agreement and all documents incorporated into the Master Services Agreement and agree and accept such terms effective as of the date first referenced above.

CUSTOMER: **DATABANK:**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

This Master Services Agreement incorporates the following documents when applicable:
- Service Orders
- Service Level Agreements
- Statements of Work
- Schedule A - Definitions

Master Services Agreement Schedule A—Definitions

The following defined terms are equally applicable in their singular and plural forms:

a) "Acceptable Use Policy" means the DataBank general Acceptable Use Policy governing Customer's use of Services, including, but not limited to, online conduct, and the obligations of Customer and its Representatives in the DataBank Data Centers and available at http://www.databank.com/legal/aup.

b) "Customer Equipment" or "Equipment" means computer and telecommunications equipment, or other such supporting equipment owned by Customer and placed in DataBank Data Center.

c) "Customer Technology" means Customer's proprietary technology, including Customer's Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of this MSA by Customer.

d) "DataBank Data Center" means any of the facilities used by DataBank to provide the Services.

e) "DataBank Technology" means DataBank's proprietary technology, including DataBank Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by DataBank or licensed to DataBank from a third party) and also including any derivatives, improvements, enhancements or extensions of DataBank Technology conceived, reduced to practice, or developed during the term of this MSA by either party that are not uniquely applicable to Customer or that have general applicability in the art.

f) "Distributed Denial of Service Attack" means a cyber-attack in which the perpetrator seeks to make a machine or network resource unavailable to its intended users by disrupting services of a host connected to the internet.

g) "Emergency Maintenance" is maintenance activities that are unscheduled to correct an emergency needed to prevent injury, loss of property, or return an asset to services in DataBank's sole discretion.

h) "Initial Term" means the minimum term for which DataBank will provide the Services to Customer, as indicated on the Order Forms.

i) "Order Form" means any of the forms specifying the Services, and the term and prices of such Services, to be provided by DataBank to Customer that are submitted by Customer and accepted by DataBank, including any Statement of Work attached thereto.

j) "Null Routing" means the act of implementing a command on a firewall or network equipment to drop packets originating or terminating to a specific IP address or range of addresses.

k) "Professional Services" means any professional or consulting service provided by DataBank to Customer as more fully described in a Statement of Work.

l) "Representatives" mean the individuals identified in writing or via the DataBank Portal that contain the names and contact information (e.g. email and telephone numbers) of Customer and the individuals authorized by Customer to enter the DataBank Data Centers.

m) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.2 of the MSA.

n) "Representatives" mean the individuals identified in writing or via the DataBank Portal that contain the names and contact information (e.g. email and telephone numbers) of Customer and the individuals authorized by Customer to enter the DataBank Data Centers.

o) "Services" means the specific services provided by DataBank as described on the Order Forms.

p) "Service Commencement Date" means the date Service is first made available to Customer for use and Customer has not, within five (5) business days of such delivery, notified DataBank of its non-acceptance of the Service for reasons caused by DataBank.

q) "Service Level Agreement" is the detailed definition of service levels that DataBank will provide to Customer for a specific Service.

r) "Service Level Warranty" is described and defined in Section 5.2 of the MSA.

s) "Statement of Work" means the detailed descriptions of the Professional Services attached to Order Forms.

The terms "written" and "in writing" mean anything reduced to a tangible form by a party, including a printed, photocopy, facsimile or handwritten document but excluding email or other electronic formats.

HELIXSTORM
we make IT easier for you

27238 Via Industria, Temecula, CA 92590

Direct: (951) 816-6845 **Mobile:** (951) 816-6845

Email: alan.roa@helixstorm.com

Sold To:	Ship To:
City of Temecula Andre Gonzalez 41000 Main Street Temecula, CA 92590 **Phone:** (951) 694-6403 **Email:** andre.gonzalez@temeculaca.gov	**City of Temecula** Andre Gonzalez 41000 Main Street Temecula, CA 92590 **Phone:** (951) 694-6403 **Email:** andre.gonzalez@temeculaca.gov

Consultant	P.O. Number	Ship Via	Terms
Alan Roa		Ground	Net 30

Qty	Description	Unit Price	Ext. Price
	HPE dHCI - Production (City Hall)		
1	(6) dHCI Nodes with 2 Intel Xeon 5220R processors, 768GB Memory (1) Alletra 6050 Storage Array with 184TB Raw Capacity (25 GbE IO) (2) Mellanox iSCSI Switches (25GbE IO) (1) HPE Storeonce 5260 with 384TB raw capacity HPE NS dHCI with Alletra 6000 Config Trk (6) HPE DL360 Gen10 8SFF NC CTO Svr (6) Intel Xeon-G 5220R FIO Kit for DL360 G10 (6) Intel Xeon-G 5220R Kit for DL360 Gen10 (72) HPE 64GB 2Rx4 PC4-2933Y-R Smart Kit (12) HPE 240GB SATA RI SFF SC MV SSD (6) HPE Eth 10/25Gb 2p 631SFP28 Adptr (6) HPE 96W Smart Stg Li-ion Batt 145mm Kit (6) HPE Smart Array P408i-a SR Gen10 Ctrlr (6) HPE 10/25GbE 2p FLR-SFP28 BCM957414 Adp (6) HPE DL360 Gen10 High Perf Fan Kit (12) HPE 800W FS Plat Ht Plg LH Pwr Sply Kit (6) HPE 1U CMA for Easy Install Rail Kit (6) HPE 1U Gen10 Bezel Kit (6) OEM 1U Non-Brand Bezel Gen 10 FIO Kit (6) HPE Remove Standard Power Cords (6) HPE 1U Gen10 SFF Easy Install Rail Kit (6) HPE NS dHCI w/Add Cust ESXi 8.0 FIO SW (6) HPE iLO Adv Elec Lic 3yr Support	$807,625.80	$807,625.80

Continued on Next Page...

Approved By: _____

Date: _____

Qty	Description	Unit Price	Ext. Price
	HPE Alletra 6050 Storage Array		
	HPE NS dHCI with Alletra 6050 CTO Array		
	HPE Alletra 6000 2x10/25GbE 2p FIO Adpr		
	HPE Alletra 6000 184TB 24x7.68TB FIO Bdl		
	(4) HPE C13 - C14 2m WW PDU FIO Pwr Cord		
	HPE Alletra Tier 1 Storage Array Std Trk		
	HPE Alletra 6000/H 4x1600W FIO AC PS Kit		
	HPE NS dHCI NOS PG ESXi 8.0 FIO SW		
	HPE SN2010M iSCSI Switches		
	(2) HPE SN2010M 18SFP28 4QSFP28 P2C Swch		
	(2) HPE 100Gb QSFP28/QSFP28 0.5m DAC		
	(2) HPE SN2100M Rack Installation Kit		
	(18) HPE 25Gb SFP28 to SFP28 3m DAC		
	HPE Storeonce 5260 with 384TB Raw Capacity		
	HPE StoreOnce 5260 Base System		
	HPE StoreOnce Gen4+ 10/25Gb 2p SFP Adptr		
	HPE StoreOnce Gen4 10/25Gb SFP Card LTU		
	(2) HPE StoreOnce 5260/5660 192TB Upg LTU		
	(2) HPE StoreOnce 5260/5660 192TB Upg Kit		
	HPE StoreOnce Encryption E-LTU		
	HPE DL360 Gen10 Server (Physical Veeam Proxy)		
1	HPE DL360 Gen10	$12,786.95	$12,786.95
	(2) Intel 4210R Xeon Processors		
	128GB Memory		
	Dual port 10GbE card		
	Dual port 25GbE card		
	iLO Advanced Licensing		
	HPE DL360 Gen10 8SFF CTO Server		
	Intel Xeon-S 4210R FIO Kit for DL360 G10		
	Intel Xeon-S 4210R Kit for DL360 Gen10		
	(4) HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit		
	(2) HPE 960GB SATA MU SFF SC MV SSD		
	HPE Eth 10/25Gb 2p 631SFP28 Adptr		
	HPE 96W Smart Stg Li-ion Batt 145mm Kit		
	HPE Smart Array P408i-a SR Gen10 Ctrlr		
	HPE 10/25GbE 2p FLR-SFP28 BCM957414 Adp		
	HPE Raid 1 Drive 1 FIO Setting		
	(2) HPE 800W FS Plat Ht Plg LH Pwr Sply Kit		
	HPE 1U Gen10 Bezel Kit		
	HPE iLO Adv 1-svr Lic 3yr Support		
	HPE DL360 Gen10 High Perf Heat Sink Kit		

Continued on Next Page...

Approved By: _____

Date: _____

Qty	Description	Unit Price	Ext. Price
	HPE 1U Gen10 SFF Easy Install Rail Kit		
	MS WS22 16C Std Add Lic WW SW		
	HPE 5Y Tech Care Essential wDMR SVC		
1	HPE Tech Care Essential Support - 24/7 4-hour response	$281,735.30	$281,735.30
	(891) 5-year Subscription		
	(7) HPE iLO Advanced Non Blade Support		
	(2) HPE SN2010M 25GbE Switch Support		
	(7) HPE DL360 Gen10 Support		
	HPE One View w/o Ilo Support		
	HPE StoreOnce 5260 Base System Supp		
	(2) HPE StoreOnce 52/5660 192TB Upg Kit Supp		
	HPE Std-16C Add 16C Support		
	HPE Alletra 6000 2x10/25GbE 2p Kit Supp		
	HPE Alletra 6050 Base Array Supp		
	HPE Alletra 6000 AF184TB7.68 Flash Supp		
	Network Req to Connect dHCI to Existing Core Network		
2	Required networking equipment needed to connect the dHCI nodes to the core network	$25,866.40	$51,732.80
	HP 5406R 16SFP+ v3 zl2 Swch		
	(16) Aruba 10G SFP+ LC SR 300m MMF XCVR		
	(16) HP 5m Multi-mode OM3 LC/LC FC Cable		
	iSCSI cards for existing Nimble Arrays		
2	(2) quad port 10GbE cards, installation, and support	$10,941.00	$21,882.00
	HPE Nimble Storage Card Cage 2x10GbE 4-port Adapter Field Upgrade		
	HPE Tier 1 Storage Array Upg Startup SVC		
	HPE NS 2x10GbE 4p Adptr Supp		
	Cabinet, PDU, and Cable Management		
1	APC by Schneider Electric NetShelter SX Enclosure Rack Cabinet - 45U Rack Height x 19" Rack Width - Black - 2250 lb Dynamic/Rolling Weight Capacity - 3000 lb Static/Stationary Weight Capacity	$2,550.00	$2,550.00
2	APC by Schneider Electric NetShelter 9000 24-Outlet PDU - Switched - NEMA L6-30P - 21 x IEC 60320 C13/C15, 3 x IEC 60320 C19/C21 - 230 V AC - Network (RJ-45) - 0U - Vertical - Rack-mountable - Tower	$1,175.00	$2,350.00
1	APC by Schneider Electric Vertical Cable Manager for NetShelter SX 750mm Wide 48U (Qty 2) - Cable Pass-through - Black - 1 Pack - 48U Rack Height	$339.99	$339.99
3	PANDUIT PatchLink Horizontal Cable Manager - Cable Manager - Black - 1U Rack Height - 19" Panel Width	$66.94	$200.82

Quote valid for 30 days

Tax and shipping will be assessed on invoice
All services are an estimate and a formal Statement of Work is required when applicable

SubTotal	$1,181,203.66
Tax	$71,268.89
Shipping	$3,000.00
Total	**$1,255,472.55**

Approved By: _____

Date: _____

HELIXSTORM
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27238 Via Industria, Temecula, CA 92590

Direct: (951) 816-6845   **Mobile:** (951) 816-6845

Email: alan.roa@helixstorm.com

Sold To:	Ship To:
City of Temecula Damion Patrick 41000 Main Street Temecula, CA 92590 **Phone:** (951) 308-6300 **Email:** Damion.Patrick@temeculaca.gov	**City of Temecula** Damion Patrick 41000 Main Street Temecula, CA 92590 **Phone:** (951) 308-6300 **Email:** Damion.Patrick@temeculaca.gov

Consultant	P.O. Number	Ship Via	Terms
Alan Roa		Ground	Net 30

Qty	Description	Unit Price	Ext. Price
	Disaster Recovery Site dHCI		
1		$320,479.06	$320,479.06
	HPE NS dHCI w/ Alletra 5000 BC Trk		
	(4) HPE DL360 Gen10 8SFF NC CTO Svr		
	(4) Intel Xeon-G 5220R FIO Kit for DL360 G10		
	(4) Intel Xeon-G 5220R Kit for DL360 Gen10		
	(48) HPE 64GB 2Rx4 PC4-2933Y-R Smart Kit		
	(8) HPE 240GB SATA RI SFF SC MV SSD		
	(4) HPE Eth 10/25Gb 2p 631SFP28 Adptr		
	(4) HPE 96W Smart Stg Li-ion Batt 145mm Kit		
	(4) HPE Smart Array P408i-a SR Gen10 Ctrlr		
	(4) HPE 10/25GbE 2p FLR-SFP28 BCM957414 Adp		
	(8) HPE 800W FS Plat Ht Plg LH Pwr Sply Kit		
	(4) HPE 1U Gen10 Bezel Kit		
	(4) HPE 1U Gen10 SFF Easy Install Rail Kit		
	(4) HPE NS dHCI w/ Add Cust ESXi 7.0 FIO SW		
	(4) HPE iLO Adv Elec Lic 3yr Support		
	(8) HPE 1.83m 10A C13 UK Pwr Cord		
	HPE SN2010M iSCSI Switches		
	(2) HPE SN2010M 18SFP28 4QSFP28 P2C Swch		
	(16) HPE X120 1G SFP RJ45 T Transceiver		
	(2) HPE 100Gb QSFP28/QSFP28 0.5m DAC		
	(14) HPE 25Gb SFP28 to SFP28 3m DAC		

Approved By: _____

Date: _____

Qty	Description	Unit Price	Ext. Price
	HPE Alletra 5000 Storage Array		
	HPE NS dHCI w/ Alletra 5030 CTO Array		
	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit		
	(2) HPE Alletra 5000 11.52TB FIO Cache Bdl		
	(2) HPE NS AS3112 to C13 AU FIO Power Cord		
	HPE Alletra 5000 126TB SAS FIO HDD Bdl		
	HPE Alletra Tier 1 Storage Array Std Trk		
	HPE NS dHCI NOS PG for ESXi 7.0 FIO SW		
	HPE Storeonce 5260 with 192TB Raw Capacity		
1		$0.00	$0.00
	HPE StoreOnce 5260 Base System		
	HPE StoreOnce 5260/5660 192TB Upg LTU		
	HPE StoreOnce 5260/5660 192TB Upg Kit		
	HPE Eth 10/25Gb 2p 631SFP28 Adptr		
	HPE 10/25GbE 2p FLR-SFP28 BCM957414 Adp		
	(2) HPE SN2100M Rack Installation Kit		
	HPE StoreOnce Encryption E-LTU		
	HPE 5Y Tech Care Essential wDMR SVC		
1		$152,587.05	$152,587.05
	HPE Alletra 5030 SW/Sup 5yr SaaS		
	HPE iLO Advanced Non Blade Support		
	HPE Alletra 5030 CTO Base Array Supp		
	HPE Alletra 5000 126TB SAS HDD Bdl Supp		
	(2) HPE Alletra 5000 11.52TB FIOCachBdl Supp		
	(4) HPE iLO Advanced Non Blade Support		
	(2) HPE SN2010M 25GbE Switch Support		
	(4) HPE DL360 Gen10 Support		
	HPE StoreOnce 5260 Base System Supp		
	HPE StoreOnce 52/5660 192TB Upg Kit Supp		
	(2) HPE Installation Comm Svrs Hourly SVC		
	HPE StoreOnce 5200 Stup SVC		
	(2) HPE Training Credits for Storage SVC		
	Palo Alto 440's		
1	Redundant Firewalls with software licensing and support	$6,300.00	$6,300.00
	(2) Palo Alto Networks PA-440		
	Rack mountable tray for up to two PA-440, PA-450, or PA-460 firewalls and 4 power adapters mounted in a 19 in equipment rack (2) PA-440, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security and SDWAN), 1 year (12 months) term (10) PA-440, Partner enabled premium support, 1 year (12 months), term.		

Approved By: _____

Date: _____

Qty	Description	Unit Price	Ext. Price

Quote valid for 30 days

Tax and shipping will be assessed on invoice
All services are an estimate and a formal Statement of Work is required when applicable

SubTotal	$479,366.11
Tax	$25,778.18
Shipping	$2,000.00
Total	**$507,144.29**

Approved By: _____

Date: _____

Hewlett Packard Enterprise

March 15, 2023

Hewlett Packard Enterprise Financial Services Company is pleased to provide City of Temecula with the following proposal for a possible lease/financing transaction with HPEFS subject to the terms of this letter.

Lessor:	Hewlett Packard Enterprise Financial Services Company
Lessee:	City of Temecula
Supplier/Vendor:	HELIXSTORM
Lease Plan/Type:	Installment Sale / $1 Buy Out
Lease Term/Term (in months):	60mo
Equipment:	*See HELIXSTORM Quote*

Payment Structure:

Total Financed:	$2,168,500.00
Annual Pmt	$489,044.09
Rate:	6.39%

Rate Expiration	5/31/2023

Net Lease:
Lessee shall be responsible for any and all taxes, fees, maintenance, insurance, registration and other fees and charges relating to the purchase, lease, ownership, possession and use of the Equipment.

End of Lease Term Options:
FMV Purchase Option (applicable only if Lease Plan above is FMV purchase option):
Upon expiration of the original FMV lease term, Lessee may exercise the following options:
a) Continue to lease on a month-to-month basis
b) Renew and extend lease at a reduced rate
c) Request a Fair Market Value buyout from HPEFS
d) Return the equipment to HPEFS
$1.00 Purchase Option (applicable only if Lease Plan above is $1.00 purchase option): Upon expiration of the $1.00 Buyout lease term, Lessee may purchase the equipment for $1.00

Documentation:
All documentation to be provided by HPEFS, and is subject to the parties' agreement on mutually acceptable terms and conditions.

Confidentiality:
This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

Basis of Proposal:
This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time. Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.

Expiration Date:
If HPEFS does not receive the executed Lease Agreement by the Quote Expiration, rates may be subject to change.

Sincerely,

HEWLETT PACKARD ENTERPRISE FINANCIAL SERVICES COMPANY

HPEFS FAM:	Ryan Magers	Customer:	City of Temecula
E-mail:	ryan.magers@hpe.com	Print Name:	
Phone:	505 206 0896	Signature:	