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Contract Number

22-129

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	iland Internet Solutions Corporation
Contractor Representative	Evan Alexander
Telephone Number	424-202-0642
Contract Term	March 1, 2022 and continuing until terminated by either party
Original Contract Amount	\$0
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	

Briefly describe the general nature of the contract: Master Service Agreement for Customers of Value Added Reseller with iland Internet Solutions Corporation, including non-standard terms, for cloud computing services for data backup and archiving for an indefinite contract period until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 2-16-2022

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► William L. Gilbert
William L. Gilbert, Director

Date 2/17/22

Non-Standard Contract Coversheet

Revised 3/14/19



MASTER SERVICE AGREEMENT

FOR CUSTOMERS OF VALUE ADDED RESELLERS

This **MASTER SERVICE AGREEMENT** (together with any exhibits or addendums hereto, this "**Agreement**") is entered on March 1, 2022 (the "**Effective Date**"), between San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California, on behalf of Arrowhead Regional Medical Center. (the "**Customer**"), iland Internet Solutions Corporation, a Texas corporation (the "**Provider**"). The County is a political subdivision of the State of California operating a hospital or surgery center.

WHEREAS, the Provider and its affiliates provide cloud computing services in multiple jurisdictions around the world;

WHEREAS, the Customer desires to retain the Provider and its affiliates to provide services from time to time and the Provider desire to provide such services from time to time; and

WHEREAS, the Customer and the Provider desire to have a master agreement that sets forth the general terms and conditions with respect to such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

Section 1.1 "Affiliate" means any Person controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled company, and with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies.

Section 1.2 "Business Hours" means 9:00 AM to 5:00 PM local time in the location of the Provider's data center relating to the relevant Order each weekday other than holidays.

Section 1.3 "Claim" or "Claims" means all claims, losses, liabilities, damages (excluding punitive and exemplary damages), causes of action, costs, judgments and awards, whether arising under contract, tort or other law.

Section 1.4 "Data Protection Laws" means, as applicable, California Consumer Privacy Act, California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.) the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act,) and other applicable data protection laws and regulations.



Section 1.5 "Data Protection Order" means any Business Associate Agreement, Information Security Work Order, Data Protection Order, or similar written agreement between the Provider and the Customer governing the storage, processing and use of Protected Information.

Section 1.6 The term "**Defend**" shall include the obligation to pay reasonable attorneys' fees, court costs, experts' fees, and other reasonable costs incurred as a result of defending against a Claim as required by this Agreement.

Section 1.7 "Disclosing Party" means a Party that supplies, or has supplied, Proprietary Information to another Party.

Section 1.8 "Emergency Change" means a change required to either immediately restore service or to avoid an outage where no other workaround is feasible and authorization for this type of change occurs outside of the Provider's Change Management Process. This type of change is considered to be emergency maintenance under Section 4.5.

Section 1.9 "Order" has the meaning set out in Section 3.1.1.

Section 1.10 "Parties" means the Provider and the Customer and each is individually a "**Party**".

Section 1.11 "Person" means an individual, partnership, joint venture, company, limited liability company, incorporated or unincorporated organization or other entity of any kind.

Section 1.12 "Proprietary Information" means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is (a) designated in writing to be confidential or proprietary or (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 48 hours) after the oral disclosure. Notwithstanding the foregoing, all information provided to Customer, including detailed price and cost information, is deemed public information pursuant to applicable public records and open public means laws and regulations. If Provider believes that any information is exempt from public disclosure, Provider will clearly mark that portion "Confidential" or "Proprietary", and include a brief description that identifies the recognized exemption from disclosure under the regulations.

Section 1.13 "Protected Information" means individually identifiable health information or other personal information (to include credit card numbers and individuals' dates of birth and tax identification numbers) that is transmitted or maintained in any form or medium and which is subject to Data Protection Laws.

Section 1.14 "Receiving Party" means a Party that receives Proprietary Information from the Disclosing Party, its Affiliates or their respective Representatives.

Section 1.15 "Representatives" means employees, contractors, agents and officers of a Party.

Section 1.16 "Reseller" shall mean [name of Reseller].



Section 1.17 "Third Party" or "Third Parties" means any Person other than a Party.

ARTICLE 2 CONTRACT ADMINISTRATION

Section 2.1 Purpose. This Agreement shall govern all transactions between the Customer, on one hand, and the Provider, on the other hand, except as otherwise agreed in writing among the Parties.

Section 2.2 Application. The Parties hereby cancel all prior master service agreements in which the Customer is the expressly named party in the position of "the Customer" and any Provider is the expressly named party in the position of "the Provider"; provided, however, that each such prior master service agreement shall continue to govern all work commenced during the term of such prior master service agreement.

Section 2.3 Term and Termination. This Agreement shall commence on the date set out above and shall terminate on the earlier to occur of (i) the first date on which no Orders have been outstanding under this Agreement for thirty consecutive days, or (ii) the written agreement of the Parties to terminate this Agreement.

Section 2.4 Not an Order. This Agreement does not obligate (i) the Customer to order services from any Provider or (ii) any Provider to accept work orders from the Customer.

ARTICLE 3 ORDERS

Section 3.1 Requirements.

3.1.1 Offer and Acceptance. All requests for services shall be issued by the Customer to the Reseller. Such requests may be in the form of work orders, service orders, lease orders or other similar documents, as agreed between the Customer and the Reseller. When the terms of such services are agreed between the Reseller and the Customer, the Reseller will issue to the Provider a service order ("**Order**") relating to the requested services and the Provider will, subject to the terms of this Agreement, deliver the services described in such Order to the Customer.

3.1.2 Electronic Signature. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Section 3.2 Conflict between Order and Agreement. If a conflict exists between an Order and this Agreement, then this Agreement shall control to the extent of the conflict.

Section 3.3 Service-Specific Provisions. As between the Provider and the Customer, the terms set out on each Schedule to this Agreement, which are accessible at <http://www.iland.com/legal/service-schedule> (each as may be updated from time to time in the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule.



Section 3.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

Section 3.5 Termination of Orders. An Order may be terminated under this Agreement:

3.5.1 as a remedy for an uncured default as set out in the default provisions of this Agreement;

3.5.2 for extended Force Majeure conditions as set out in the Force Majeure provisions of this Agreement;

3.5.3 by the Provider by notice to the Customer if the Provider' rights to use the data center specified in such Order for the purposes contemplated by such Order terminate or expire for any reason;

3.5.4 if such Order is an Order for colocation services, by the Provider immediately by notice to the Customer if the Customer has failed to remedy any of the following situations within 5 days following receipt of notice from the Provider of such situation: (a) the Customer makes any material alterations to the Colocation Rack without first obtaining the written consent of the Provider; or (b) the Customer allows any person to enter the data center, Colocation Area or the Colocation Rack (each as defined in the relevant Order) who has not been approved by the Provider in advance, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 80% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated;

3.5.5 by the Provider immediately if a Customer or any of its agents, invitees, or employees enter the Provider' data center with any firearms, illegal drugs, or alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence activities, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 80% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated; or

3.5.6 under such other terms and conditions as may be set out in such Order.

Section 3.6 Consequences of Termination.

3.6.1 Upon the termination of an Order for any reason, the Provider shall promptly (and in any event within 90 days following the termination of such Order) destroy all the Customer's data and software stored on the Cloud Resources (as defined in such Order). Such destruction shall be done in accordance with the NIST 800-88 data destruction standards. The Customer is responsible for migrating the Customer's data residing on such Cloud Resources prior to the termination of such Order at the Customer's expense.



3.6.2 Upon the termination of an Order for any reason, the Customer shall immediately uninstall and discontinue all use of any software in respect of which a software license is provided to the Customer pursuant to such Order.

3.6.3 Intentionally Omitted.

Section 3.7 Suspension of Services for Non-Payment. The Provider may temporarily suspend providing services under any Order upon fifteen (15) days' prior notice to the Customer if the Reseller fails to pay any amount to the Provider when due pursuant to the Order.

ARTICLE 4 WARRANTIES AND COVENANTS

Section 4.1 General Service Warranty. The Provider warrants that it will perform all services provided pursuant to this Agreement in a good and workmanlike manner and in accordance with generally accepted industry practices applicable to such services.

Section 4.2 Express Warranties Only. EXCEPT FOR THE WARRANTY EXPRESSLY SET OUT IN SECTION 4.1, THE PROVIDER EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY THE PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.

Section 4.3 Software Licenses. The Customer expressly acknowledges that the Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE IS LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY THE PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST THE PROVIDER. THE PROVIDER DO NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED THERETO) DISTRIBUTED BY THE PROVIDER AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

Section 4.4 Acceptable Use Policy. The Customer's use of the Provider's services shall at all times comply with the Provider's then-current Acceptable Use Policy accessible at <https://www.iland.com/legal/acceptable-use-policy> (as amended at the Provider's sole discretion and notified to the Customer from time to time). Where the Customer procures services in the Provider's Dallas region data center, only the acceptable use policies for carriers Cogent Communications, Level3 Communications, Megaport and Zayo Group will



apply as of the Effective Date of this Agreement. The Provider shall notify the Customer of complaints received by the Provider regarding each incident of alleged violation of the Provider's Acceptable Use Policy by the Customer or third parties that have gained access to the Provider's services through the Customer's credentials. The Customer shall promptly investigate all such complaints and take all necessary actions to remedy any actual violations of the Provider's Acceptable Use Policy (including without limitation indemnifying the Provider for any such violations). The Provider may identify to a complainant that the Customer, or a Third Party that gained access to the services through the Customer or its access credentials, is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall upon the Provider's request promptly identify a representative for the purposes of receiving such communications from complainants.

Section 4.5 Service Level Agreements. The terms set out on the Service Level Agreements (or "SLA") accessible at <https://www.iland.com/legal/sla> (which may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such SLA terms are to be incorporated pursuant to the terms of such SLA. The Provider shall provide reasonable notice to the Customer whenever the terms of an applicable SLA are updated, and such updated SLA shall become binding on the Customer and the Provider on the thirtieth (30) day following the date on which such notice is provided to the Customer.

ARTICLE 5 TIMING

Section 5.1 Time Requirements. If an Order specifies the time by which a service shall be performed, the Provider shall comply with such time requirement. If the Customer or the Reseller changes such time requirements in any Order, the Provider shall use reasonable efforts to meet such change if meeting such change is possible without any increased cost to the Provider. If incurring additional costs may improve the chances of the Provider meeting the revised timing requirement, the Provider shall so notify the Customer and the Reseller and provide an estimate of any such additional costs. If exercised within a reasonable time, the Customer and the Reseller shall have the option to request that the Provider meet the revised timing requirement and shall pay all such additional costs incurred by the Provider in connection with meeting such revised timing requirement.

Section 5.2 Unspecified and New Time Requirements. If an Order does not specify a time by which a service shall be performed, the Customer and the Provider may agree upon such time later, either in writing or orally. If the Customer and the Provider never agree on a time requirement, the Provider shall nonetheless perform the work in a diligent manner.

ARTICLE 6 FORCE MAJEURE

Section 6.1 Definition of Force Majeure Event. "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; changes to national, state or local laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities



having or asserting jurisdiction over the premises of a Party; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of the affected Party and which, in each case, through the exercise of diligent effort, such Party cannot overcome.

Section 6.2 Excusable Force Majeure Events. A Party shall be excused from complying with the terms and conditions of this Agreement and the applicable Order if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event. A Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including, without limitation, discharging financial obligations. No Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event.

Section 6.3 Notice of Force Majeure Events. If a Party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under this Agreement or any applicable Order, that Party shall give prompt written notice detailing such Force Majeure Event to the other Parties.

Section 6.4 Termination for Extended Force Majeure Events. If a Force Majeure Event continues without interruption for forty-five (45) days, any affected Party may cancel the applicable Order by giving written notice to the other Parties.

ARTICLE 7 DEFAULT

Section 7.1 Notice of Default and Opportunity to Cure. If the Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate all or part of the applicable Order. If the Customer or Reseller fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Provider may terminate all or part of the applicable Order.

Section 7.2 Remedies Not Exclusive. In addition to the remedies set out in this Agreement, the Customer and the Provider shall have all other remedies available at law or in equity except for remedies specifically excluded by this Agreement.

ARTICLE 8 NOTICES

Section 8.1 Methods. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be sent by facsimile transmission to the Fax number of +1.713.868.2268, as concerns the Provider, or on the signature page of this Agreement, as concerns the Customer, or sent to the email address of legal@iland.com, as concerns the Provider, or on the signature page of this Agreement, as concerns the Customer. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements. The Customer shall send a copy of any notice sent to the Provider to iland Billing Credits Department, 1235 North Loop West, Suite 800, Houston, Texas 77008, U.S.A.



Section 8.2 Presumed Delivery. A personally delivered notice shall be conclusively presumed to have been delivered on the date reflected on a written receipt acknowledging delivery that is signed by a representative of the receiving Party. A mailed notice or notice sent by international courier shall be conclusively presumed to have been delivered on the date reflected on the returned receipt that is signed by a representative of the receiving Party. A facsimile notice shall be conclusively presumed to have been delivered on the date reflected on the sending facsimile machine's automated printout that reflects that the entire transmission was successfully sent to the receiving Party's facsimile telephone number then in effect. An electronic mail notice shall be deemed delivered upon the electronic transmittal being sent unless the sender receives an electronic response within three hours of sending the transmittal that delivery of the transmittal failed. All notices received outside of Business Hours shall be conclusively presumed to have been delivered on the next business day.

ARTICLE 9 CONFIDENTIALITY AND PROTECTED INFORMATION

Section 9.1 General Confidentiality Obligations. Except as permitted by Section 11.7.3, each Receiving Party shall treat the Proprietary Information of the Disclosing Party as confidential, and will take reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that the Receiving Party utilizes to protect its own proprietary information of a similar nature. Except as set out in a Data Protection Order, there shall be no restriction on the handling of information that is not Proprietary Information under this Agreement.

Section 9.2 Permitted Disclosure and Use. Section 9.1 notwithstanding each Receiving Party may distribute Proprietary Information to those of its Representatives as are reasonably necessary to fulfill or enforce its obligations under this Agreement and who are under obligations of use and confidentiality with respect to the Proprietary Information no less restrictive than those set forth in this Agreement. Each Receiving Party shall use the Proprietary Information of the Disclosing Party only as is reasonably necessary to fulfill or enforce its obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. Additionally, the Provider may provide any of its customers or potential customers who are bound by a non-disclosure agreement the name of the Customer and a description of the services provided by the Provider to the Customer.

Section 9.3 Exceptions. The confidentiality and use obligations set forth in this ARTICLE 9 apply to all Proprietary Information except to the extent that the Receiving Party can show by written record that: (i) it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a Third Party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without purposefully attempting to circumvent the obligations under this Agreement and without reference to or use of the Disclosing Party's Proprietary Information; or (v) the information is required by law, rule or regulation to be disclosed. If the Receiving Party is required by governmental, administrative, or judicial process to disclose Proprietary Information of the Disclosing Party, the Receiving Party shall, if permitted by law, prior to any such disclosure,



promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

Section 9.4 Injunctive Relief. Each Party hereby acknowledges and agrees that the confidential information provided to such Party by another Party as described in this ARTICLE 9 is of the character as to render the same unique, and therefore agrees that in the event of any breach or threatened or potential breach of this Agreement by a Party, the other Parties could be irreparably and immediately harmed and may not be made whole by monetary damages alone. In the event of such a breach or threatened or potential breach, and without prejudice to any other rights and remedies otherwise available, the other Parties shall be entitled to seek equitable relief by way of an interim or permanent injunction or decree of specific performance without the requirement of posting any bond or other security.

Section 9.5 Provisions Concerning the Storage of Protected Information. The Customer shall not store or transmit Protected Information via the Provider's services or any Cloud Resources (as defined in the relevant Order) unless and until the Customer and the Provider have executed a Data Protection Order concerning such Protected Information and the Cloud Resources (as defined in the relevant Order) to be used to transmit and store such Protected Information. Following the execution of a Data Protection Order, the Customer shall not use any Cloud Resources for the storage or transmittal of Protected Information unless such Protected Information has been secured as to render the data unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes. The Customer shall ensure that valid encryption processes, consistent with commercially reasonable industry practices, are implemented with respect to such Protected Information and shall utilize such processes on all Protected Information to be transmitted or stored within the Provider's services to ensure that such data are encrypted (i) during transmission to the Provider for storage within the Provider's services, and (ii) at all times while stored within the Provider's services. Except as otherwise set out in the relevant Data Protection Order, the Customer shall defend, indemnify, and hold the Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer's use of the Provider's networks and services for the storage of Protected Information. Upon execution of a Data Protection Order, all Protected Information relating to such Data Protection Order shall be considered "Proprietary Information" for the purposes of this Agreement.

Section 9.6 Data Location. The physical location of Provider's data center where Customer's data is stored shall be within the Continental United States ("CONUS"), and Customer data shall not be transmitted, processed or stored outside of CONUS unless the Customer approves an Order that indicates that their data will be stored outside of CONUS.

ARTICLE 10 ALLOCATION OF RISK; LIMITATIONS ON LIABILITY

Section 10.1 Contents of Communications. The Provider shall have no liability or responsibility for the content of any communications transmitted via the Provider's networks and services (except for content solely created by the Provider), and the Customer shall defend, indemnify, and hold the Provider, their respective Affiliates, and their respective officers, directors and employees harmless from any and all Claims (including Claims by governmental entities seeking to impose penal sanctions) related to such content and Claims by third parties relating to the Customer's use of the Provider's networks and services.



Section 10.2 No Consequential Damages. THE PROVIDER WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10.3 Limitation on Direct Damages. Except to the extent of the Provider's gross negligence or willful misconduct, or indemnity obligations, in no event shall the Provider's total aggregate liability under this Agreement or otherwise relating to the services to be provided by the Provider to the Customer pursuant to this Agreement exceed the least of (a) the amounts paid by the Reseller to the Provider under the applicable Order, (b) the aggregate fees payable by the Reseller to the Provider over the term of the applicable Order, and (c) the aggregate fees payable by the Reseller to the Provider during the initial year of the term of the applicable Order. In no event shall the Provider's total aggregate liability arising under or relating to its indemnity obligations under this Agreement exceed the amounts paid by the Reseller to the Provider for Orders issued under this Agreement.

Section 10.4 Certain Categories of Damages Specifically Excluded. The Provider shall not have liability to the Customer in respect of:

10.4.1 the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or

10.4.2 the loss of the Customer's information, data or software.

The Customer acknowledges that the Providers' services are not intended to be used as the sole repository for the Customer's data, information and software, and that the Customer has been advised by the Provider to maintain a copy of all of the Customer's information, data and software on servers other than those provided or maintained by the Provider pursuant to this Agreement.

Section 10.5 Mitigation. Each Party shall use reasonable efforts to mitigate damages for which another Party is liable.

Section 10.6 IP Indemnity. The Provider will indemnify, defend, and hold harmless the Customer any liabilities, damages, and costs incurred to the extent that they result from or arise out of any Third Party claim, action, proceeding, or judgement that the Provider's services (other than services based on Third Party licenses or software) infringes upon or misappropriates any intellectual property rights of that Third Party under the laws of the United States. Should those Services become, or in the opinion of Provider be likely to become, the subject of such a claim, Provider may, at its sole option: (i) procure for Customer the right to use the services, (ii) replace or modify, in whole or in part, the services to make it non-infringing and substantially comparable in functionality; or (iii) terminate the affected Order(s) and promptly refund to Customer any prepaid and unused fees.

Section 10.7 Insurance. Without in anyway affecting Provider's indemnity obligations and in addition thereto, Provider shall secure and maintain throughout the Term the types of



insurance with limits as shown in Attachment 1, as attached hereto and hereby incorporated as though fully set forth herein.

ARTICLE 11 LEGAL ADMINISTRATION

Section 11.1 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing its obligations under this Agreement or any Order issued under this Agreement; provided, however, that the Provider's obligations as set out in this Section 11.1 shall not impair the Provider's right to be indemnified pursuant to Section 9.5.

Section 11.2 Governing Law. This Agreement and the Orders may govern services supplied by the Provider to the Customer in several different jurisdictions. This Agreement and the Orders shall be governed by and construed in accordance with the laws of the State of California (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction).

Section 11.3 Dispute Resolution. The Parties agree that the venue of any action or claim arising out of or relating to this Agreement shall be resolved in the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under indemnification and insurance requirements.

Section 11.4 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the agreed general terms and conditions while the entire agreement for the work consists of both this Agreement and the Orders. All prior negotiations, representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement and the Orders.

Section 11.5 Amendments. No amendment, modification, waiver, or release of the provisions of this Agreement or any Order shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by an authorized representative of each Party (if an amendment, modification, waiver, or release of the provisions of this Agreement) or is signed by each Party that is a party to the relevant Order and the Reseller (if an amendment, modification, waiver, or release of the provisions of an Order). If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

Section 11.6 Assignment. No Party may assign its rights or obligations under this Agreement or any Order to any Person without the consent of the other Parties. Any purported assignment without such consent shall be void. Any authorized or permitted assignment of an Order by a Party shall be binding on the assigning Party's assignee. An authorized or permitted assignment shall not discharge the assigning Party from its



obligations under an Order unless the other Parties execute a written release or novation releasing the assigning Party.

Section 11.7 Miscellaneous.

11.7.1 Rules of Construction.

(a) All article and section references used in this Agreement are to articles and sections of this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "hereby" and "herein," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

(c) The captions in this Agreement and each Order are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.7.2 Severability of Provisions. If any provision of this Agreement or any Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement or such Order, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement or such Order to replace any provision contained herein that is unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

11.7.3 Publicity. No news releases, advertisements, public announcements or photographs arising out of this Agreement or Provider's relationship with Customer may be made or used without prior written approval of the Customer.

11.7.4 Binding Authority. Each Party represents that the individual executing this Agreement on behalf of that Party has full right and authority to execute this instrument on behalf of that Party and to bind such Party.

11.7.5 Duplicate Originals. This Agreement may be executed in duplicate originals, and each such instrument shall be deemed an original of this Agreement for all purposes.

11.7.6 Rights of Third Parties. Except for the provisions of Section 9.5 and ARTICLE 10, which are intended to be enforceable by the Persons respectively referred to therein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by



reason of this Agreement. Notwithstanding the previous sentence, this Agreement may be terminated or varied in any way and at any time by the Parties without the consent of any Third Party.

11.7.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facimile, PDF, or other transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electornic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.



This Master Service Agreement is hereby executed as of the Effective Date.

San Bernardino County on behalf of
For Customer: Arrowhead Regional Medical Center
Curt Hagman Chairman, Board of Supervisors

Name and title (please print)

Signature

MAR 01 2022

Date

Address:

For iland Internet Solutions Corporation:

DocuSigned by:
Brett Diamond
02775F845814C6...

Brett Diamond, CEO
2/3/2022

Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNIA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Clerk





i-Tech Services Schedule

The terms and conditions set out in this i-Tech Services Schedule (this "Schedule") shall apply to each request for i-Tech services issued by the Customer to a Provider (each, an "i-Tech Order"), and shall be deemed to be incorporated, mutatis mutandis, into each i-Tech Order. Any capitalized terms used but not defined in this Schedule or the remainder of the Agreement shall have the meanings set out in the relevant i-Tech Order.

1. **Definitions.** Any capitalized terms used but not defined in this I-Tech Services Schedule shall have the meanings set out in the Agreement.

(A) "After Hours" are defined as all times other than Business Hours.

(B) "i-Tech Rates Schedule" means the Provider's schedule of rates for i-Tech Services as updated from time to time in the Provider's sole discretion, a copy of which will be provided by the Provider to the Customer upon request.

(C) "i-Tech Service" shall mean technician services provided by the Provider or third parties contracted by the Provider, which may include, without limitation, (i) basic on-site, on-demand first-line maintenance and support, including power cycling equipment, and measuring power consumption, (ii) scheduled support, maintenance, installation and removal of equipment, cabling, temporary badge access, receiving or moving packages, or equipment and other related support services, and (iii) remote support, such as that performed over the internet or other connectivity to manage or troubleshoot remote equipment including networking equipment and virtual servers on the Provider's Cloud Server platform.

(D) "Virtual Server" shall mean any server or appliance hosted on the Provider's Hosted Cloud Services platform.

2. **Term.** The initial term of this Order shall commence on the Effective Date and shall end on the final day of the first full calendar month following the Effective Date, and shall thereafter renew on a month-to-month basis until terminated by 30 days' notice from any Party to the other Parties.

3. **i-Tech Service.** A Provider may provide i-Tech Service on the Customer's virtual server maintained on the Provider's servers from time to time as mutually agreed between the parties. The Customer may order i-Tech Service by contacting the Provider's customer service department or by such other means as the Provider may from time to time make available to the Customer for such purpose. A Provider shall not be obligated to provide i-Tech Service that is scheduled support beyond basic on-site, on-demand first-line maintenance and support until a scope for such i-Tech Service has been mutually agreed between the Provider and the Customer in writing. Upon a Provider's acceptance of such order (and the parties' execution of a scope document, if requested by the Provider), the Provider will perform the i-Tech Service in accordance with the Customer's directions. Pricing for i-Tech Service shall be at the rates set out on the i-Tech Rates Schedule.

4. **i-Tech On-Demand Response Time Service Levels.** The Provider shall use its reasonable efforts to dispatch a technician to perform i-Tech Services requested by the Customer to be performed on demand (1) within one hour following the time the Provider's customer service department receives and logs Customer's request with all of the necessary information requested by the Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed during Business Hours, and (2) within two hours following the time the Provider's



customer service department receives and logs the Customer's request with all of the necessary information requested by the Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed After Hours. If a Provider breaches its obligations pursuant to the previous sentence, the Provider shall issue a credit for up to one hour of i-Tech Service to the Customer, and the Customer shall have no further right of action against the Provider in respect of such breach, and the Provider shall have no further liability to the Customer in respect of such breach.

5. **Risk of Loss; Grant of Authority.**

(A) The Customer acknowledges that due to the nature of the i-Tech Service, there is potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media, and acknowledges that the Provider's liability for such damage or loss is limited by this Order and the Agreement.

(B) The Customer grants to the Provider and its agents and service representatives access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate the Customer's computer software, applications, data, and data storage media including, but not limited to, computer operating systems, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on the Customer's computer system or network, in each case to the extent reasonably necessary to allow the Provider to perform its obligations under the relevant Order.

(C) The Customer grants to the Provider and its agents and service representatives permission to download and install software on the Customer's virtual servers, computers and network, including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the Customer, in each case to the extent reasonably necessary to allow the Provider to perform its obligations under the relevant Order.

6. **Miscellaneous.**

(A) An i-Tech Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to an i-Tech Order.

(B) All i-Tech Service is billed a minimum one (1) hour charge and in 30 minutes increments thereafter. If technician travel is required, travel time to and from the facility is billed for ALL After Hours i-Tech Service. There is a minimum of a two hour charge on any i-Tech Service that requires shipping of equipment.

(C) Services must be scheduled 4 business days in advance and during Business Hours to be considered "scheduled work" for purposes of the i-Tech Rates Schedule.



Exhibit A
i-Tech Rates Schedule

- All rates are hourly and are billed in the currency of the country service is performed in, as shown in the grid below.
- Telco carrier support may be required when troubleshooting power or cross connect issues. All Telco carrier support is billed through the Provider at the Telco carrier's posted rates.
- Customer is responsible for any taxes on work performed, if applicable.
- Remote Support is support that can be done remotely, such as network troubleshooting, virus/hack cleaning, OS support, email support, firewall management, LEC management, etc.
- On Site Support is support that physically requires personnel on site to perform work, such as a data center escort, troubleshooting, rebooting equipment, remote hands, tracing cross connects, shipping and receiving, tape swapping, resetting power breakers, troubleshooting other power or cross connect issues, etc.

Hourly Pricing Schedule for REMOTE or Virtual Server i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$200/HR	\$225/HR	\$250/HR	\$300/HR

Hourly Pricing Schedule for DATACENTER On-Site i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$250/HR	\$300/HR	\$325/HR	\$375/HR

All pricing is subject to change.



ATTACHMENT 1

INSURANCE REQUIREMENTS

Provider agrees to provide insurance set forth in accordance with the requirements herein. If Provider uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Provider agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Provider shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – Workers' Compensation insurance in amount as required by the laws applicable to the Provider.
 - b. Commercial/General Liability Insurance – Provider shall carry General Liability Insurance covering all operations performed by or on behalf of Provider providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written for all owned, hired and non-owned automobiles. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Technology Errors and Omissions Liability Insurance – Technology Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.
 - f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.



2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy.
3. **Waiver of Subrogation Rights.** Provider shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. Provider hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Proof of Coverage.** Provider shall furnish Certificates of Insurance to Customer Department administering the Agreement within a reasonable after receiving a request from such Department for evidence of such insurance coverage. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Provider shall maintain such insurance from the time Provider commences performance of services hereunder until the completion of such services.
6. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, such event shall be subject to the default provisions of this Agreement.
7. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Provider agrees to execute any such amendment within thirty (30) days of receipt. In the avoidance of doubt, in no event shall the Customer require that the Provider provide insurance with limits above those as set in this Attachment 1. If the Customer requests that the Provider maintain insurance above the limits set in this Attachment 1, the Provider shall have no obligation to agree to such increased limits and the Provider's decision to decline such a request shall not put in breach of this Agreement. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.