Monterey County

Board Order

Agreement No.: A-12838

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to Standard Agreement A-12838 with Integrated Archive Systems, Inc. to provide new backup and storage hardware, software, licensing, maintenance and implementation for NMC, for an amount not to exceed $1,017,513, for a revised total amount of the Agreement not to exceed $1,591,764, and to extend the term by eleven (11) months for a new term of February 1, 2015 through December 14, 2018; and

b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to two (2) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement.

PASSED AND ADOPTED on this 9th day of February 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on February 9, 2016.

Dated: February 11, 2016
File ID: A 16-020

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _Denise Hancock_
                                                        Deputy

AMENDMENT N0. 1
TO THE STANDARD SERVICES AGREEMENT
BETWEEN INTEGRATED ARCHIVE SYSTEMS INC.
AND
NATIVIDAD MEDICAL CENTER
FOR
PROVISION OF DATA BACKUP AND STORAGE HARDWARE, SOFTWARE, LICENSING, MAINTENANCE AND IMPLEMENTATION

This Amendment No. 1, effective January 2, 2016, to the Standard Services Agreement No. A-12838 ("Agreement"), dated February 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Integrated Archive Systems, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITIALS

WHEREAS, the Agreement was executed for hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, for the term of February 1, 2015 through January 31, 2018 in the total amount not to exceed $574,250.13; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to: extend the term for an additional eleven (11) months for a new term of February 1, 2015 through December 14, 2018; amend the scope of services to include data storage and backup at an offsite Disaster Recovery Center located in Denver Colorado; provide data backup onsite for NMC; and increase funding in the amount of $1,017,513 for a total Agreement amount not to exceed $1,591,764.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below:

1. **Section 2. "PAYMENTS BY NMC"** shall be amended to the following: "NMC shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, Exhibit A.1 and Exhibit A.2 as per this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $1,591,764.

2. **Section 3. "TERM OF AGREEMENT" first sentence,** shall be amended to the following: "The term of this Agreement is from February 1, 2015 through December 14, 2018 unless sooner terminated pursuant to this Agreement".

3. **Section 4. "ADDITIONAL PROVISIONS/EXHIBITS"** shall be amended to the following: "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
    Exhibit A. Scope of Services/Payment Provisions
    Exhibit A.1 Scope of Services/Payment Provisions – NetApp Clustered ONTAP Storage
    Exhibit A.2 Scope of Services/Payment Provisions – NetBackup Appliance Implementation

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

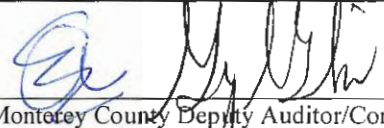**Natividad Medical Center**

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
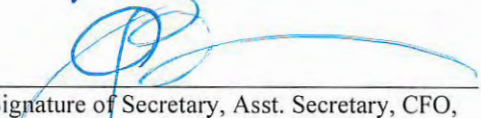Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Integrated Archive Systems, Inc.
CONTRACTOR's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

_____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

_____
Name and Title

Date: _____

***Instructions
If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

IAS INTEGRATED ARCHIVE SYSTEMS

INTEGRATED ARCHIVE SYSTEMS

Professional Services

Statement of Work

for:

Natividad Medical Center

1141 Constitution Blvd.
Salinas, CA 93906

Project	NetApp Clustered ONTAP storage Implementation
NMC Contact	**Mike Cross** 530-300-8799
IAS/CONTRACTOR Account Manager	Kirsten Kennel
Prepared by Professional Services	Janice Slayton
Revision	1.0
SOW #	2146
Last revised	1/14/2016
Implementation Location	Denver Colorado

INTEGRATED ARCHIVE SYSTEMS

1 Introduction

The purpose of this Statement of Work (SOW) is to define the Integrated Archive Systems, Inc. (CONTRACTOR) Professional Services to be performed for Natividad Medical Center (NMC). Specifically, this SOW includes our proposed scope and objectives, key assumptions, detailed responsibilities with tasks and deliverables, and completion criteria. CONTRACTOR developed this SOW based on our understanding of NMC's business and technical requirements.

2 Objective

The objective of this project is to provide NMC with CONTRACTOR Professional Services consisting of:

- Install and configure (1) FAS8060HA with Clustered Data ONTAP at Denver DR location
- Configure SnapMirror relationships with FAS8060HA in Salinas
- Knowledge transfer during implementation

3 NMC Obligations (moved to Section 5.3)

4 Additional Payment Provisions

In the event additional services beyond the scope of this statement of work are required, an addendum to this statement of work is required before the services are performed. The addendum shall be mutually agreed upon by both parties and attached to an Amendment to the Agreement which shall be signed by both parties in order to be effective.

IAS INTEGRATED ARCHIVE SYSTEMS

5 Statement of Work (SOW)

5.1 Storage and Storage Software Services

PHASE 1 – CDOT Storage Hardware and Storage Software Configuration

NetApp FAS8060HA Hardware and Initial Configuration Services:
- CONTRACTOR will install (2) 1610 Cluster Interconnect switches
  - Rack and cable switches
  - Configure connectivity for interconnect
- CONTRACTOR will install (2) 1610 Cluster Management switches
  - Rack and cable switches
  - Configure connectivity for management
- CONTRACTOR will install NetApp FAS8060HA filer system running latest GA version of 8.2.1 Clustered Data ONTAP
  - Rack in NMC provided rack / cabinet, cable disk shelves and power on FAS8060HA
  - Verify installation of (8) 10GbE SFPs in onboard ports and UTA ports from factory, or install if needed
  - Verify installation and proper slot placement of (2) quad port SAS HBA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (2) quad port FC target HBA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (2) dual port 10GbE UTA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (2) 2TB Flash Cache cards, 1 per controller from factory, or install if needed
    - Configure / enable for default settings during initial install below
  - Create cluster (2 node cluster), configure clustered ONTAP version 8.2.x
  - Configure (4) DS2246 disk shelf with 24 x 1.2TB SAS disk drives and (2) DS2246 with 12 x 200GB SSD on FAS8060HA
    - Connect to each controller in one stack with multipath HA configuration, per CDOT best practices
      - Disk to controller assignment is TBD
    - Create 64bit root aggregate in 1+2 configuration for controller1 per clustered ONTAP best practices and using RAID DP, and at least 1 hot spare
    - Create Flash Pool aggregate for each controller per NMC requirement in design session with 1 hot spare
  - Configure additional aggregates as per NMC requirement determined during design session
  - Enable NFS, SnapRestore, SnapMirror, Flexclone and any other appropriate licenses on FAS8060HA
  - Prepare networking on FAS8060HA and connect it to NMC's corporate network

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

IAS
INTEGRATED
ARCHIVE
SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

- Configure up to (2) LIFs for 10GbE ports per node / SVM per NMC requirement for public access
  - Exact network configuration is TBD
- Configure intercluster LIF for SnapMirror traffic
  - Exact network configuration is TBD
- Create failover-groups for the 10GbE LIFS
- Configure Management interfaces
  - Create up to (2) SVM per node
  - Configure one test volume for purposes of demonstration below
  - Demonstrate (1) vol move and LIF move to demonstrate HA functionality
  - Enable autosupport
- CONTRACTOR will test controller cluster failover and give back via storage failover commands
- CONTRACTOR will import new controllers into existing OnCommand Unified Manager instance in Salinas or create new instance if VMware environment is available
- CONTRACTOR will provide a knowledge transfer on basic functionality of all items installed and configured above during implementation
- CONTRACTOR will gather system configuration information for CONTRACTOR and NMC record

FAS8020HA SnapMirror Relationships Configuration
- IAS will enable SnapMirror license on FAS8060HA CDOT system in Salinas
- IAS will create up to (5) test SnapMirror relationships from FAS8060HA CDOT in Salinas to FAS8060HA in Denver configured above
  - If ONTAP versions do not allow for this IAS will provide a knowledge transfer on how SnapMirror works but will not be able to actually set up any SnapMirror relationships.
  - Configure (5) secondary volumes on destination NetApp FAS8060HA CDOT Denver for SnapMirror replication from FAS8060HA CDOT Salinas
  - Configure (5) test SnapMirror relationships from FAS8060HA CDOT Salinas to NetApp FAS8060HA CDOT Denver
- IAS will kick off above subset of SnapMirror jobs for initial baseline copy
  - Assist CLIENT to verify the above baseline copies completed successfully
  - The CLIENT will monitor SnapMirror progress and kick off additional jobs, as needed until all volumes targeted for SnapMirror data protection initial baseline replication / backup is complete
- IAS will review process for setting up schedules on SnapMirror relationships
  - The CLIENT will advise on how often SnapMirror updates are needed based on data change rate and to meet their data protection requirement
- IAS will review process for setting throttling where needed / if needed for SnapMirror relationships baseline copies (although these should ideally be for volumes small enough this will not be needed)
- IAS will provide knowledge transfer on basic functionality of items installed and configured above

Issue: 01; Date: 1/14/16

I A S INTEGRATED ARCHIVE SYSTEMS

5.2 Storage and Storage Software Services Setup Completion Criteria/Deliverables:

CONTRACTOR responsibility will be considered complete upon the following:

- FAS8060HA Clustered ONTAP storage system has been installed and configured in Denver location as stated in section 5.1 above

- SnapMirror subset has been configured as stated in section 5.1 above

5.3 NMC will provide the following unless stated otherwise:

- NMC will be responsible for completing the Clustered ONTAP node worksheet prior to CONTRACTOR installation and configuration of NetApp Clustered ONTAP systems under this SOW.

- NMC will be responsible for having all appropriate staff present at the Clustered ONTAP Design session prior to the start of installation.

- NMC will provide appropriate hardware with Gigabit or 10 Gigabit Ethernet network connectivity.

- NMC will be responsible for providing a technical systems administrator to provide access to servers and storage, as well as a knowledgeable VMware administrators to assist with facilitating services under this SOW.

- NMC will be responsible for having networking switches fully installed and functional as well as performing any configurations needed on Network switch for storage connectivity.

- NMC will be responsible for providing a Network Administrator to facilitate network configuration related activities necessary during the services under this SOW as well as adhering to iSCSI best practices for iSCSI connections and assignment of network identity such as IP addresses.

- The CLIENT will provide IAS with the appropriate level of remote connectivity to Denver site for facilitating SnapMirror assistance as required and to verify SnapMirror data replication subset completion after initial SnapMirror jobs set is initiated.

- The CLIENT will be responsible for configuration of additional SnapMirror relationships outside of the subset stipulated in scope of section 5.1.

IAS INTEGRATED ARCHIVE SYSTEMS

- The CLIENT will be responsible for having appropriate level of WAN bandwidth between FAS8060HA in Salinas and FAS8060HA in Denver to perform the SnapMirror replication including initial baseline transfers.
- NMC will be responsible any data migration, if needed.

- NMC is responsible for providing appropriate space (rack/floor) and power requirements for any hardware required for this implementation. **Note** FAS8060HA requires 220v power, i.e. cannot run with standard 110v.

- Because manufacturers state that more than one person is required to lift their components, NMC must designate personnel to assist CONTRACTOR with the lifting, positioning, and racking of equipment during implementation. If no personnel is available, NMC must notify CONTRACTOR prior to the start of the engagement. CONTRACTOR will then provide an additional engineer on a temporary basis for these tasks, to be billed at, a mutually agreed services rate.

- NMC understands that due to incompatibilities between certain rack units and hardware components, CONTRACTOR must be provided with the rack brand and model to be used prior to the start of the engagement. Without this information, the engagement could be subject to re-scheduling and out of scope delays, if racking issues arise.

- NMC will be responsible for ensuring that host name resolution exists within the environment (i.e. DNS, Wins) and that TCP/IP protocol support is enabled on all systems.

- NMC will be responsible for having correct licensing required to support all aspects of this upgrade / installation.

- NMC will be responsible for having support contracts in place for current NetApp FAS8060HA storage system, network switches, VMware and any other hardware or software needed to facilitate the services under this SOW.

- NMC will have a complete backup of all data located on all of the storage devices and / or servers included in this scope of work prior to installation services being performed by CONTRACTOR.

- NMC will be responsible for installing patches, OS, VMware ESX / vSphere, VMs, applications on servers.

- NMC will be responsible for providing and / or working with CONTRACTOR technical architect to provide sizing of aggregates and volumes.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

- NMC shall accept and respond within 72 hours / 3 business days of receiving the notice of completion sent by CONTRACTOR, if there are any issues or if the NMC deems the project not complete in any way.

- It is requested that the customer make no major changes in their Information Technology environment during the duration of this engagement. CONTRACTOR will not be responsible for addressing issues that are the result of changes made to the environment prior to the project having been signed off as complete.

- NMC will supply a technical IT person to assist with NetApp configuration and backup reconfiguration.

- NMC will designate a contact person or project manager (PM) who will serve as the primary point of contact for CONTRACTOR for the duration of the project(s) as set forth below.

- CONTRACTOR will designate a contact person who will serve as the primary point of contact to the NMC for the duration of the project(s) as set forth below.

- Any items submitted to NMC for feedback or acceptance will be dealt with in a timely manner.

- Unless specifically stated, pricing does not include any software or hardware purchases. Any hardware or software purchases recommended by CONTRACTOR would be addressed and priced separately.

- All hardware/software ordered by NMC or other parties will be functional.

- Knowledge transfer is delivered as part of the engagement and performed throughout the installation and configuration. NMC must have all necessary staff available for the knowledge transfer. Knowledge transfer must take place on or before the professional services implementation concludes.

- A pre-installation conference call will be held prior to CONTRACTOR coming on-site, to verify all prerequisite activities have been completed by NMC and to review the installation.

- There are no pre-existing issues with current storage, backup, VMware, or network infrastructure (hardware and software) prior to this install. If pre-existing issues are identified, additional professional services resources maybe required to address those issues and would not be included in the scope of this engagement.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

- All service under this SOW will take place at location on page 1 during normal business hours US Pacific time

- Services under this SOW do not include documentation

- Services under this SOW do not include ONTAP, controller swap upgrade or data migration

- Services do not include Installation / Configuration of Snap Tools Software or OnCommand software (outside of Core Unified Manager, System Manager)

6 Project Implementation Schedule

CONTRACTOR will mutually determine the project implementation schedule with NMC. Based on the project milestones, the following conditions will apply:

- All work will be conducted Monday - Friday, between 09:00 and 18:00, unless stated otherwise in this SOW or other arrangements are made and mutually approved.

- The work schedule may or may not be based on consecutive workdays on-site dependent on the project milestones.

All services to be provided must be completed within 90 days after the start date of the engagement, unless both Integrated Archive Systems (CONTRACTOR) and NMC mutually agree to an extension. **The start date of the engagement will be defined as the first day of actual services.**

7 Complete Price Schedule

CONTRACTOR Services / Hardware / Software	Rate	Total
Implementation Services	IASKK-NATIVIDAD MEDICAL CENTER-021REV 12--cDOT Install for NetApp FAS 8xxx Series & SnapMirror Add-on-10-30-15	IASKK-NATIVIDAD MEDICAL CENTER-021REV 12--cDOT Install for NetApp FAS 8xxx Series & SnapMirror Add-on-10-30-15

The costs for travel are already built into the professional fees as per the quotations herein therefore no reimbursements will be billed.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

TOTAL PS AGREEMENT AMOUNT SHALL NOT EXCEED: $___16,044.17____

8. Contacts

8.1   NMC

8.11   Mike Cross

Telephone: 530-300-8799
E-mail: CrossM@natividad.com

8.2   CONTRACTOR

8.21   Kirsten Kennel – Account Manager
Telephone: 415-336-2714
E-mail: kirstenk@iarchive.com

8.23   Angelo Mortellaro – Technical Architect
Telephone: 650-245-6037
E-mail: AngeloM@iarchive.com

8.24   Janice Slayton – Director of Professional Services
Telephone: 408-800-9120
E-mail   janices@iarchive.com

Integrated Archive Systems, Inc.

Signed _____

Name ___*Anna Borden*___

Title ___CFO___

Date ___1/14/16___

Natividad Medical Center

Signed _____

Name _____

Title ___CEO___

Date ___2/11/16___

PO # _____

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

APPENDIX A: Bill of Materials

IAS INTEGRATED ARCHIVE SYSTEMS

INTEGRATED ARCHIVE SYSTEMS
1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:	IASKK-NATIVIDAD MEDICAL CENTER-020-
COMPANY: Natividad Medical Center	QUOTE #: REV2-FAS8060 DR 10-20-15
CONTACT: Michael Cross	IAS REP: KIRSTEN KENNEL
PHONE: (831) 775-4111	EMAIL: kirstenk@iarchive.com
EMAIL: CrossM@natividad.com	PHONE: 415-336-2714
	INSIDE REP: LORI STENN
	PHONE: 650-528-4693
DATE: 10/20/2015	EMAIL: loris@iarchive.com
QUOTE EXPIRES: 11/20/2015	TEAM FAX: 415-466-3325
Project: FAS8060 DR - Colorado	TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	PART NUMBER	DESCRIPTION	EXTENDED LIST PRICE	UNIT DISC PRICE	EXTENDED DISC PRICE	TAX
			FAS8060HA Active-Active Controllers				
			Qty 4 DS2246 Shelves w/24x1.2TB, 10k SAS Drives				
			Qty 2 DS2246 Shelves w/12x 200GB SSD				
			Premium Bundle Software				
			Hardware				
1	1	FAS8060-R6		$ -	$ -		
2	2	FAS8060A-001-R6	FAS8060 High Availability System	$	29,972.22	$ 59,944.44	T
3	1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	$	-	$ -	
4	4	DS2246-28.8TB-0P-R6-C	DSK SHLF,24x1.2TB,10K,6G,0P,-C	$	24,190.00	$ 96,760.00	T
5	2	DS2246-SL024-12A-0P-R6-C	SSD SHLF,12x200GB.0P,-C	$	25,271.67	$ 50,543.33	T
6	2	X1975A-R6-C	Flash Cache 2TB PCIe Module 2,-C	$	28,795.00	$ 57,590.00	T
7	8	X6557-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,-C	$	-	$ -	
8	8	X6558-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C	$	102.43	$ 819.44	T
9	10	X6560-R6-C	Cable,Ethernet,0.5m RJ45 CAT6,-C	$	-	$ -	
10	4	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	$	-	$ -	
11	4	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	$	-	$ -	
12	1	X6585-R6-C	Cable,Ethernet,3m RJ45 CAT6,-C	$	-	$ -	
13	4	X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	$	83.33	$ 333.33	T
14	8	X6566B-2-R6-C	Cable,Direct Attach CU SFP+ 10G,2M,-C	$	111.11	$ 888.89	T
15	20	X6553-R6-C	Cable,Cntlr-Shelf/Switch,2m,LC/LC,Op,-C	$	102.43	$ 2,048.61	T
16	2	X1132A-EN-R6-C	ADPT 4-Port FCP 8Gb Target Adapter PCIe,EN,-C	$	3,466.67	$ 6,933.33	T
17	2	X1143A-R6-C	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C	$	1,682.78	$ 3,365.56	t
18	2	X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C	$	1,011.11	$ 2,022.22	T
19	8	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80X0,-C	$	574.17	$ 4,593.33	T
20	7	X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C	$	61.46	$ 430.21	T
21	4	X6602A-R6-C	SFP+ Optical,UTA 16Gb FC Shortwave,-C	$	747.50	$ 2,990.00	T
22	1	X1985-R6-C	12-Node Cluster Cable Label Kit,-C	$	-	$ -	
23	1	DOC-80XX-C	Documents,80xx,-C	$	-	$ -	
24	2	X1960-R6-C	ClusterNet Inter-connect,16Pt,10Gb,-C	$	7,048.61	$ 14,097.22	T
25	2	X1961-R6-C	ClusterNet Inter-connect,16Pt,1Gb,-C	$	1,423.61	$ 2,847.22	T
26	20	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	$	-	$ -	
			Software				
27	2	SW-2-8060A-PREMBNDL-C	SW-2,Premium BNDL,8060A,-C Includes: CIFS, NFS, FCP, iSCSI, FlexClone, SnapMirror, SnapRestore, SnapManager Suite*, SnapVault, Single Mailbox Recovery *SnapManager Suite Includes: SnapManager for Oracle, SnapManager for SAP, SnapManager for VI, SnapDrive for UNIX, SnapDrive for Windows, SnapManager for Exchange, SnapManager for SharePoint, SnapManager for SQL, SnapManager for Hyper-V	$	119,160.00	$ 238,360.00	T
28	1	SW-NOC-CORE	SW,NetApp OnCommand core	$	-	$ -	
29	1	SW-2-CL-BASE	SW-2,Base,CL,Node	$	-	$ -	
30	48	OS-ONTAP-CAP3-0P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,0P,-C	$	639.17	$ 30,680.00	T
31	1152	OS-ONTAP-CAP2-0P-C	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,0P,-C	$	75.39	$ 86,848.00	T
			Support				
32	1	CS-O2-NOINSTALL-4HR-VA	36 Months SupportEdge Premium 4hr Onsite, w/o Install,VA	$	190,247.36	$ 190,247.36	NT

Sub-Total		$ 852,342.51
IAS Additional Discount		$ (343,755.51)
Tax (Based on shipping to CO 7.65%)		$ 28,938.73
Shipping		$ 1,876.44
Discounted Total	$ 992,691.62	$ 539,402.17

Issue: 01; Date: 1/14/16

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: Natividad Medical Center

NOTES:		
	1	Professional Services - quoted separately
	2	Taxes for Denver, Colorado. IAS has provided estimate
	3	Assumes 3 Year Support is Paid at Time of Purchase. Alternatively, finance charge of 5% per year would be applied to delayed Year 2 and Year 3 payments

STANDARD TERMS AND CONDITIONS:

1.0	Product Returns -
1.1	An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
2.0	Taxes are shown.
2.1	Shipping charges and special consulting/integration charges are not included unless stated above.
3.0	For Refurbished equipment, availability is first come, first served; Orders may be non-cancelable and non-returnable unless mutually deemed defective.
4.0	Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.
5.0	All software sales are final.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

APPENDIX B: Proposed Timeline

The following table of timelines is an estimate of the target dates. The target dates are not guaranteed and could be subject to change.

1. Equipment ships 3 weeks after PO received.
2. IAS engineers on site typically within 2 weeks to install or on a mutually decided date past two weeks depending on Natividad's desired timing and readiness.
3. NetApp hardware installation and configuration takes approximately 5 days (not all of which may be required to occur onsite in Denver).
4. IAS configures SnapMirror replication for a small subset of data and validates along with Natividad the data was replicated without error. Approximately 1 day
5. Natividad personnel needed to accompany IAS on site for the hardware installations at both sites.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

APPENDIX C: PHI/BAA Considerations

Integrated Archive Systems by definition is not a BAA, nor subject to these requirements IAS engineers and employees do not have access to Patient Health Info (PHI). IAS engineers **only see data pools or volume names** that contain the data and **do not see nor have access to the data contained inside them**. IAS engineers will have no direct access to data during the execution of the services performed under this SOW. In addition, IAS's internal PS policy is that any SOW we offer for customers with BAA and PHI specifically falls into a category that "engineers must not ever have direct access to customer data"

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2146)
for: **Natividad Medical Center**

APPENDIX D: Related Purchases - Hardware / Software and PS Quotes

HARDWARE / SOFTWARE QUOTE
IASKK-NATIVIDAD MEDICAL CENTER-020-REV3-FAS8060 DR 10-20-15
(See APPENDIX A Bill of Materials above)

PROFESSIONAL SERVICES QUOTE
IASKK-NATIVIDAD MEDICAL CENTER-021REV 12--cDOT Install for NetApp FAS 8xxx
Series & SnapMirror Add-on-10-30-15
(See Below)

IAS INTEGRATED ARCHIVE SYSTEMS

INTEGRATED ARCHIVE SYSTEMS
1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 10/30/2015
QUOTE EXPIRES: 11/30/2015

QUOTE #: IASKK-NATIVIDAD MEDICAL CENTER-021REV 12--cDOT Install for NetApp FAS 8xxx Series & SnapMirror Add-on-10-30-15
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	DESCRIPTION		EXTENDED DISC PRICE
		cDOT NAS & SAN Install and SnapMirror Add-on for NetApp FAS 8xxx Series		
1	1	IAS project based Professional Services during normal business hours for NetApp FAS8060HA implementation and SnapMirror subset configuration in Denver as specified in SOW# 2146 sent with sales quote	$	31,044.71
		Sub-total	$	31,044.71
		cTap Promo Professional Services Discount	$	(15,000.00)
		Total	$	16,044.71

NOTES:
1. Installation must begin before 3-30-16 in order to honor the cTap Promo Discount
2. This quote assumes that the NBU Appliance will be installed during the same visit to Denver thus travel is included. Expectation is NBU Appliance and NetApp Denver installation completed during one work week, with potential remote configuration taking place later and not requiring additional travel

STANDARD TERMS AND CONDITIONS:
1.0 Product Returns -
1.1 An approved IAS' Return Material Authorization (RMA) = must be obtained prior to return.
2.0 Shipping charges, taxes, and special consulting/integration charges are not included unless stated above.
3.0 For Refurbished equipment, availability is first come, first served; Orders may be non-cancelable and non-returnable unless mutually deemed defective.
4.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.
5.0 All software sales are final.

Issue: 01; Date: 1/14/16

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

INTEGRATED ARCHIVE SYSTEMS

Professional Services

Statement of Work

for:

Natividad Medical Center

1141 Constitution Blvd.
Salinas, CA 93906
(See below for additional Implementation Location)

Project	NetBackup Appliance Implementation
Client Contact	**Mike Cross** 530-300-8799
IAS Account Manager	Kirsten Kennel
Prepared by IAS Professional Services	Janice Slayton
Revision	1.0
SOW #	2119
Last revised	1/14/16
Additional Implementation Location	9180 Commerce Center Circle, Highland Ranch, CO 80129

IAS **INTEGRATED ARCHIVE SYSTEMS**

1 Introduction

The purpose of this Statement of Work (SOW) is to define the Integrated Archive Systems, Inc. (CONTRACTOR) Professional Services to be performed for Natividad Medical Center (NMC). Specifically, this SOW includes our proposed scope and objectives, key assumptions, detailed responsibilities with tasks and deliverables, and completion criteria. CONTRACTOR developed this SOW based on our understanding of NMC's business and technical requirements.

2 Objective

The objective of this project is to provide NMC with CONTRACTOR Professional Services consisting of:

Salinas Location
- Install (1) new NetBackup Appliances as 7.6 Master server
- Assist with connectivity to FC SAN switch for (1) Primary Appliance
- Assist with installing (2) NetBackup clients and configuring (2) policies
- Configure VMware API backup via Fibre Channel connectivity
- Test backup/restore
- Knowledge transfer during implementation

Denver, CO DR Location
- Install (1) NetBackup Appliance
- Configure AIR replication from Primary Appliance to DR Appliance for local sync
- Assist with creating and initiating (2) replication jobs with Primary Salinas Appliance
- Knowledge transfer during implementation

3 See NMC Obligations (moved to Section 5.3)

4 Additional Payment Provisions

In the event additional services beyond the scope of this statement of work are required, an addendum to this statement of work is required before the services are performed. The addendum shall be mutually agreed upon by both parties and

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

---

attached to an Amendment to the Agreement which shall be signed by both parties in order to be effective.

5 Statement of Work (SOW)

5.1 Backup Implementation Professional Services

<u>**NetBackup 7.6 Appliance Implementation – Two sites:**</u>

<u>NetBackup 7.6 Implementation – Salinas Location:</u>
- CONTRACTOR will install new NetBackup Appliance 5230 76TB Primary with NetBackup version 7.6 and latest recommended patch level
    - Rack, cable and power on
    - Connect expansion disk shelves as appropriate
    - Connect / configure NetBackup Appliance on NMC network
    - Configure Appliance as Master Server
- CONTRACTOR will assist with connectivity of new NetBackup Appliance Primary to existing FC SAN switches for facilitating VMware advanced backups
    - Connect new NetBackup Appliance Master server hardware to FC backup SAN switch
    - Assist NMC SAN Admin with zoning as needed to ensure ports have appropriate visibility to the required VMware datastores
    - Verify connectivity to new Appliance Media server as applicable
- CONTRACTOR will configure Appliance Primary disk as primary backup disk target for Salinas data
    - Create / enable the maximum remaining capacity on NetBackup Appliance as deduplication pool
    - Verify disk is seen within NetBackup as backup target
    - Enable deduplication for backup to disk storage target
- CONTRACTOR will install up to (3) Windows standard client agents for NetBackup 7.6 on the below DB agent hosts
    - Assist with configuring up to (3) new policies for standard NetBackup agent hosts, to demonstrate process
- CONTRACTOR will install up to (3) Windows standard client agents for NetBackup 7.6 on the below DB agent hosts
- CONTRACTOR will install up to (3) DB hot backup / advanced agents on DB hosts (type can include Exchange, SQL or AD)
    - Assist with configuring up to (3) new policies for hot DB / Advanced NetBackup agent hosts, to demonstrate process
- CONTRACTOR and NMC will test backup/restore and connectivity to a small sub set of data for standard client agent as applicable
    - Test and validate backup / recovery via small subset of data for upgraded client agent

---

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

INTEGRATED ARCHIVE SYSTEMS

- o Data subset used for test should be small enough that it takes no longer than 1 hour to complete both operations
- CONTRACTOR will install Enterprise Client on up to (3) vSphere ESXi servers
- CONTRACTOR will configure VMware vStorage API's for backup with up to (3) ESX servers via FCP
  - o Configure up to (3) policies (one per server or as appropriate) for VMware backup within NetBackup 7.6 to demonstrate functionality
  - o Create optimized VM backup policy for up to (2) Windows VMs
  - o Configure changed Block Tracking (CBT) as part of set up for VMware API backups
- CONTRACTOR and NMC will test and validate backup and recovery of subset of data within the above VMware policy to NetBackup Appliance Primary disk for small subset of data
- CONTRACTOR will assist with configuring AIR replication (Auto Image Replication) of an initial subset of backups on NetBackup Appliance as noted in DR implementation below
- CONTRACTOR will provide a knowledge transfer of basic NetBackup functionality, set up for the above configuration during the implementation

DR NetBackup Appliance Implementation – Denver Location:
- CONTRACTOR will install new NetBackup Appliance 5230 76TB Secondary / DR with NetBackup version 7.6 and latest recommended patch level
  - o Rack, cable and power on
  - o Connect expansion disk shelves as appropriate
  - o Connect / configure NetBackup Appliance on NMC network
  - o Configure Appliance as Master / Media Server
- CONTRACTOR will configure Appliance Secondary / DR disk as replication disk target for Salinas data
  - o Create / enable the maximum remaining capacity on NetBackup Appliance as deduplication pool
  - o Verify disk is seen within NetBackup as backup target
  - o Enable deduplication for backup to disk storage target
- CONTRACTOR will assist with configuring Auto Image Replication (AIR) for an initial subset backup
- o Configure disk space for replication on NetBackup Appliance as noted above
  - ▪ Backup data will replicate from Primary Appliance Salinas to Secondary Appliance destined for DR site in Denver, CO
- o Import up to (2) images into catalog via Auto Image Replication (AIR)
- o Configure up to (2) policies / images as noted above to replicate from Primary NetBackup Appliance to DR NetBackup Appliance for local sync
- o Assist with setting up (2) new lifecycle policies one per standard client OS type installed above to replicate from Primary NetBackup Appliance to Secondary / DR NetBackup Appliance locally

- NMC will set up additional policies and retention based on the company standards and documentation, CONTRACTOR can assist with a couple of these policies if needed as stated above
    - Kick off the initial subset of backup to be replicated
    - Identify a small backup that has been replicated and test restore of data to and verify replication functionality
        - Data subset should be small enough that it takes no longer that 1 hour to perform restore
    - NMC will kick off and monitor additional replication jobs full baseline of backup data
        - CONTRACTOR can assist with remotely verifying replication of data between the appliances (local sync in Salinas) was successful
- CONTRACTOR will provide a knowledge transfer of basic NetBackup functionality, set up for the above configuration during the implementation

5.2 NetBackup Implementation Services Setup Completion Criteria/Deliverables:

CONTRACTOR responsibility will be considered complete upon the following:

- NetBackup Primary Appliance has been installed in Salinas and configured as stated in section 5.1 above

- NetBackup Secondary DR Appliance has been installed and synced in Salinas as well as re-installed and resynced in Denver, CO as stated in section 5.1 above

5.3 NMC Responsibilities

- NMC will be responsible for providing the appropriate level of remote access to Salinas and Denver, CO sites for monitoring replication remotely and as needed for work under this SOW.

- NMC is responsible for replication of all backups (outside of subset configured by CONTRACTOR under this SOW) to be directed to NetBackup Appliance unit and configure associated Storage Life Cycle policies for replication and tape out backup.

- NMC will be responsible for installing NetBackup clients agents outside of those stipulated in section 5.1 to latest version of NetBackup 7.6.

INTEGRATED ARCHIVE SYSTEMS

- NMC will be responsible for providing information for backup policy creation (retentions, data sets etc.) and will be responsible for setting up additional policies outside of the subset / test policies which CONTRACTOR configures under the servers in this SOW.

- NMC will be responsible for insuring that network connectivity exists between the NetBackup Master Server, NetBackup media servers and all backup clients and devices.

- NMC is responsible for having FC switch(es) installed and in good working order without issue as well as appropriate available / populated ports, prior to CONTRACTOR services taking place / connection of the new NetBackup Appliances

- NMC will be responsible for ensuring that network and FC ports are available for connecting NetBackup Appliances and devices as appropriate.

- NMC will be responsible for all AD, DNS and user side work.

- NMC will be responsible for insuring that host name resolution exists within the environment (i.e. DNS, Wins) and that TCP/IP protocol support is enabled on all backup clients and servers.

- NMC will be responsible for having appropriate level of network bandwidth on WAN between Salinas site and Denver, CO DR site for backup replication.

- NMC will be responsible for proving Networking, Backup, SAN / Storage, and application administrators and any other application administrators needed to facilitate the services and to assist with access needed under this SOW.

- NMC will be responsible for providing a technical systems administrator to provide access to clients and servers.

- NMC will be responsible for OS installation and patches (or OS upgrades if needed), VM set up on servers and clients, as well as providing a separate server installed with OS, patches etc., for running Enterprise Client.

- NMC will be responsible for installing any HBA cards and drivers required on servers/clients for this configuration.

- NMC will be responsible for having a current / valid support contract in place for Symantec NetBackup, Server / Appliance hardware, NDMP devices, FC switch and any other existing hardware or software in place that professional services team needs to work with to facilitate all parts of the installation described in this SOW.

INTEGRATED ARCHIVE SYSTEMS

- NMC will be responsible for having correct licensing required to support all aspects of this installation.

- NMC should perform full data backup and catalog backup prior to the services under this SOW taking place.

- NMC will be responsible for scheduling reboot cycles necessary to complete software installation on servers specified in this scope of work, during normal working hours so that the project timeline is not impacted.

- It is requested that the customer make no major changes in their Information Technology environment for a complete backup cycle (1 week), which could impact the backup configuration implementation. A full backup cycle is required to fully test the new implementation or upgrade/changes just put in place to insure stability. Changes, including network modifications, server/backup client upgrades or configuration changes, tape library moves or additions should not be made during the week of stability testing. CONTRACTOR will not be responsible for addressing backup issues with recent implementations if changes have been made in the environment during this testing period.

Our offering takes into consideration the following requirements:

- NMC will supply a technical IT person to assist with NBU configuration and backup reconfiguration.

- NMC will designate a contact person or project manager (PM) who will serve as the primary point of contact for CONTRACTOR for the duration of the project(s) as set forth below.

- CONTRACTOR will designate a contact person who will serve as the primary point of contact to the NMC for the duration of the project(s) as set forth below.

- Any items submitted to NMC for feedback or acceptance will be dealt with in a timely manner.

- Unless specifically stated, pricing does not include any software or hardware purchases. Any hardware or software purchases recommended by CONTRACTOR would be addressed and priced separately.

- All hardware/software ordered by NMC or other parties will be functional.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

- Knowledge transfer is delivered as part of the engagement and performed throughout the installation and configuration. NMC must have all necessary staff available for the knowledge transfer. Knowledge transfer must take place on or before the professional services implementation concludes.

- A pre-installation conference call will be held prior to CONTRACTOR coming on-site, to verify all prerequisite activities have been completed by NMC and to review the installation.

- There are no pre-existing issues with current storage, backup, VMware, or network infrastructure (hardware and software) prior to this install. If pre-existing issues are identified, additional professional services resources maybe required to address those issues and would not be included in the scope of this engagement.

- All service under this SOW will take place at location on page 1 during normal business hours US Pacific time

- Services delivery and Scope of Work assume that all current server and client OS versions are supported with version of NetBackup 7.6 or will be installed with / upgraded with supported version prior to CONTRACTOR coming onsite to perform these services.

- Services under this SOW do not include documentation

- Additional configuration around features of NetBackup 7.6, outside of implementation stipulated in section 5.1 is not included under this SOW.

6 Project Implementation Schedule

CONTRACTOR will mutually determine the project implementation schedule with NMC. Based on the project milestones, the following conditions will apply:

- All work will be conducted Monday - Friday, between 09:00 and 18:00, unless stated otherwise in this SOW or other arrangements are made and mutually approved.

- The work schedule may or may not be based on consecutive workdays on-site dependent on the project milestones.

All services to be provided must be completed within 90 days after the start date of the engagement, unless both Integrated Archive Systems (CONTRACTOR) and NMC mutually agree to an extension. **The start date of the engagement will be defined as the first day of actual services.**

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

7   Price Schedule

CONTRACTOR Services	Rate	Total
Implementation Services	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-003-REV2 PS for SYMANTEC NBU APPLIANCE LICENSES 11-2-15 REV1	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-003-REV2 PS for SYMANTEC NBU APPLIANCE LICENSES 11-2-15 REV1

The costs for travel are already built into the professional fees as per the quotations herein therefore no reimbursements will be billed.

TOTAL PS AGREEMENT AMOUNT SHALL NOT EXCEED: $21,000

8.   Contacts

8.1   NMC

8.11   Mike Cross
　　　　Telephone:　530-300-8799
　　　　E-mail:　　　CrossM@natividad.com

8.2   CONTRACTOR

8.21   Kirsten Kennel – Account Manager
　　　　Telephone:　415-336-2714
　　　　E-mail:　　　kirstenk@iarchive.com

8.22   Angelo Mortellaro – Technical Architect
　　　　Telephone:　650-245-6037
　　　　E-mail:　　　AngeloM@iarchive.com

8.23   Janice Slayton – Director of Professional Services
　　　　Telephone:　408-800-9120
　　　　E-mail　　　janices@iarchive.com

INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

Integrated Archive Systems, Inc.

Signed _____

Name _____ AnnaBorden _____

Title _____ CFO _____

Date _____ 1/14/16 _____

Natividad Medical Center

Signed _____

Name _____

Title _____ CEO _____

Date _____

PO # _____

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

Issue: 01; Date: 1/14/16

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

APPENDIX A: Bill of Materials

IAS INTEGRATED ARCHIVE SYSTEMS
1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

IASKK-NATIVIDAD MEDICAL CENTER-003-
REV1-SYMANTEC NBU APPLIANCE LICENSES

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 10/20/2015
QUOTE EXPIRES: 11/20/2015
Project: SYMANTEC NBU APPLIANCE LICENSES

QUOTE #: 10-20-15
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	DESCRIPTION	TOTAL LIST	UNIT DISC PRICE	EXTENDED DISC PRICE	TAX
		NBU Enterprise Clients + 35 Front End Terabytes (FET's) Total of Data Protection Optimization (DPO)				
		Primary Site - Salinas, Ca				
1	1	NBU 5230 Appliance w/ 36 Months Support Symantec NetBackup Bundle 5230 Appliance 76TB with 4 1GB Ethernet - 2 10GB Ethernet - 2 8GB Fibre Channel With 3 Years Essential Support		$ 86,183.93	$ 86,183.93	T
2	1	Software Symantec NetBackup Enterprise Server 7.7 Windows/Linux/Solaris X64 1 Server Tier 2 Standard License Rewards Band D		$ 3,888.95	$ 3,888.95	NT
3	20	Symantec NetBackup Enterprise Client 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License Rewards Band D		$ 1,531.89	$ 30,637.88	NT
4	20	Symantec NetBackup Client Application and Database Pack 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License Rewards Band D		$ 838.95	$ 16,779.06	NT
5	30	Symantec NetBackup Data Protection Optimization Option 7.7 Crossplatform 1 Front End TB Standard License Rewards Band D		$ 1,482.40	$ 44,472.00	NT
6	15	Symantec NetBackup Standard Client 7.7 Crossplatform 1 Server Standard License Rewards Band D		$ 294.51	$ 4,417.59	NT
7	3	Support 3 Year 12 Months Essential Support Symantec NetBackup Enterprise Server 7.7 Windows/Linux/Solaris X64 1 Server Tier 2		$ 828.11	$ 2,484.32	50%
8	60	12 Months Essential Support Symantec NetBackup Enterprise Client 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License		$ 465.99	$ 27,959.29	50%
9	60	12 Months Essential Support Symantec NetBackup Client Application and Database Pack 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License		$ 255.21	$ 15,312.71	50%
10	90	12 Months Essential Support Symantec NetBackup Data Protection Optimization Option 7.7 Crossplatform 1 Front End TB Standard License		$ 644.20	$ 57,978.00	50%
11	45	12 Months Essential Support Symantec NetBackup Standard Client 7.7 Crossplatform 1 Server Standard License Rewards		$ 89.59	$ 4,031.47	50%
		DR Site - Denver, Co NBU 5230 Appliance w/ 36 Months Support				
12	1	Symantec NetBackup Bundle 5230 Appliance 76TB with 4 1GB Ethernet - 2 10GB Ethernet - 2 8GB Fibre Channel With 3 Years Essential Support		$ 86,183.93	$ 86,183.93	T
13	1	Software Symantec NetBackup Enterprise Server 7.7 Windows/Linux/Solaris X64 1 Server Tier 2 Standard License Rewards Band D		$ 3,888.95	$ 3,888.95	NT
14	5	Symantec NetBackup Data Protection Optimization Option 7.7 Crossplatform 1 Front End TB Standard License Rewards Band D		$ 1,482.40	$ 7,412.00	NT
15	6	Symantec NetBackup Enterprise Client 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License Rewards Band D		$ 1,531.89	$ 9,191.36	NT
		Support- 3 Year				

Issue: 01; Date: 1/14/16

INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

16	3	12 Months Essential Support Symantec NetBackup Enterprise Server 7.7 Windows/Linux/Solaris X64 1 Server Tier 2			$	828.08	$	2,484.25	NT
17	15	12 Months Essential Support Symantec NetBackup Data Protection Optimization Option 7.7 Crossplatform 1 Front End TB Standard License			$	644.20	$	9,663.00	NT
18	18	12 Months Essential Support Symantec NetBackup Enterprise Client 7.7 Windows/Linux/SolarisX64 1 Server Tier 2 Standard License			$	465.99	$	8,387.79	NT

Symantec Total $ 625,222.88	$	421,356.48

Tax for Hardware and Hardware Support, Software Support taxed at 50% (Salinas Only)	$	12,779.27
Colorado tax	$	6,593.07
Tax for SW Not-Taxable, provided we have proof of e-delivery		n/a
Shipping	$	336.66
Project Total w/ Tax and Shipping	$	441,065.48

NOTES:

1. Training is separate and not part of this proposal with IAS
2. No additional media/master servers are required. Appliance is all inclusive
3. Tax and Shipping based on shipping to Denver, Colorado
4. *No tangible media will be delivered to Natividad Medical Center with respect to all software programs ordered through Integrated Archive Systems, Inc. All our updates will be downloadable for the current order and all future software and/or software maintenance support orders. If for any reason we request physical delivery of software and/or updates, we will be liable for all applicable sales and use taxes that arise as a consequence of this isolated change.
5. Professional Services Quoted Separately
6. Support must be paid in full up front. If support payments are delayed or financed, then the three year up front support price is invalid. Year to year renewals, typically 20% higher in cost, would then apply
7. Symantec software is not taxable (with e-delivery proof) and software support is taxed at 50% in CA
8. Symantec software and software support is not taxable provided we prove the customer obtains all software & updates electronically in CO.
9. In order for Symantec software & support to be not taxable in CO, we will need either the all-encompassing statement or a statement on the PO clearly stating that all software & updates are to be electronically delivered only.

STANDARD TERMS AND CONDITIONS:

1.0	Product Returns -
1.1	An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
2.0	Shipping charges, taxes, and special consulting/integration charges are not included unless stated above.
3.0	All software sales are final.

**INTEGRATED
ARCHIVE
SYSTEMS**

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

APPENDIX B: Proposed Timeline

The following table of timelines is an estimate of the target dates. The target dates are not guaranteed and could be subject to change.

1. Equipment ships 3 weeks after PO received.
2. IAS engineers on site typically within 2 weeks to install or on a mutually decided date past two weeks depending on Natividad's desired timing and readiness.
3. NBU hardware and software installation and configuration takes approximately 5 days (not all of which may be required to occur onsite in Salinas and Denver).
4. IAS configures backup and replication for a small subset of data and validates along with Natividad the data was replicated without error. Approximately 1 day
5. Natividad personnel needed to accompany IAS on site for the hardware installations at both sites.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

APPENDIX C: PHI/BAA Considerations

Integrated Archive Systems by definition is not a BAA, nor subject to these requirements IAS engineers and employees do not have access to Patient Health Info (PHI). IAS engineers **only see data pools or volume names** that contain the data and **do not see nor have access to the data contained inside them**. IAS engineers will have no direct access to data during the execution of the services performed under this SOW. In addition, IAS's internal PS policy is that any SOW we offer for customers with BAA and PHI specifically falls into a category that "engineers must not ever have direct access to customer data"

The Contents Of This Document Are Proprietary Information Of Integrated Archive Systems, Inc.

IAS INTEGRATED ARCHIVE SYSTEMS

IAS STATEMENT OF WORK (2119)
for: **Natividad Medical Center**

APPENDIX D: Related Purchases - Hardware / Software and PS Quotes

HARDWARE QUOTE
IASKK-NATIVIDAD MEDICAL CENTER-003-REV1-SYMANTEC NBU APPLIANCE LICENSES 10-20-15
(See Bill Of Materials Appendix A)

PROFESSIONAL SERVICES QUOTE
IASKK-NATIVIDAD MEDICAL CENTER-003-REV2 PS for SYMANTEC NBU APPLIANCE LICENSES 11-2-15 Rev1
(See Below)

IAS INTEGRATED ARCHIVE SYSTEMS

INTEGRATED ARCHIVE SYSTEMS
1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 11/2/2015
QUOTE EXPIRES: 12/2/2015
Project: PS for Symantec NBU Appliance

QUOTE #: IASKK-NATIVIDAD MEDICAL CENTER-003-REV2-PS for SYMANTEC NBU APPLIANCE LICENSES 11-2-15 REV 1
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	DESCRIPTION		EXTENDED DISC PRICE
		PS for Symantec NBU Appliance		
1	1	IAS project based Professional Services during normal business hours for Netbackup Implementation at Salinas and Denver, CO locations as specified in SOW# 2119 sent with sales quote (Includes travel and expenses to Colorado)	$	21,000.00
		Professional Services Total	$	21,000.00

NOTES:
1
2

STANDARD TERMS AND CONDITIONS:
1.0 Product Returns -
1.1 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
2.0 Shipping charges, taxes, and special consulting/integration charges are not included unless stated above.
3.0 All software sales are final.

Issue: 01; Date: 1/14/16