

Estimated Year by Year Cost Comparison for the Next 5 Years

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Option1: New Server					
NET Data HDW Support	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
IBM HW/SW Maintenance	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 4,700.00
New Server Cost	\$ 45,885.00				
Security Compliance Option	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Total:	\$ 63,885.00	\$ 13,500.00	\$ 13,500.00	\$ 18,000.00	\$ 18,200.00

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Option2: 5-yr Term Hosting					
Secure VPN Portage Device	\$ 2,000.00				
Secure VPN Portage Devices	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00	\$ 485.00
Migration Cost	\$ 2,500.00				
Hosting Cost	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00
Total:	\$ 30,485.00	\$ 25,985.00	\$ 25,985.00	\$ 25,985.00	\$ 25,985.00



Option 3: NET Data Private Cloud Hosting

All client data and images are stored in a physically secure location. A secure site that has FIPS 140-2 Compliant VPN Tunnels in our private cloud network. We have 99.95% uptime with built in redundancy. Cost comparison is below. You will drop IBM HW/SW maintenance and NET Data Level I maintenance. Software costs are not included and will remain separate.

This give you a lower total cost of ownership with:

- No IBM Software or Hardware Maintenance or Costly Server Purchases
- No Backup Tapes to purchase and Manage daily
- No Electricity or Special Cooling Environments
- No Unbudgeted hardware upgrade surprises
- Higher Availability with Redundant Server Sites 50 miles apart
- Managed Server with on-site Certified IBM Specialist
- Better Utilize IT Resources and Budget

***** Requires high speed and reliable internet: Recommended Internet Speed: 10/10mb or higher. *****

Hosting Cost: \$25,500 per year (5-year term)

Migration Cost: \$2,500

Each Portage Device (per separate network as needed): \$2,000 + \$485 yearly



Titus County Server vs. Cloud Hosting Options

Prepared by: Dustin Ballard, CIO

Date: 1/18/2019

Options Pricing valid for 60 days

Option 1: Purchase New Power 9 S914 Server Rackmount

A new IBM Power 9 S914 4-core system including 3-year HW/SW Maintenance, 64GB RAM, 1.6TB DASD Raid (6x 283GB 15k – max of 10 drives), 1 core activation, External LTO7 Tape Drive w/20 Tapes, LAN Console, Rackmount, software licensing including 50 users, and UPS. This also includes configuration & setup, migration of existing data, and installation on-site after hours – non-weekend/holiday.

Cost Estimate: \$45,885

Security Option: System Security Package – (Satisfy CJIS Compliance SO Package)

This package includes:

- System Log Extraction Software (Initial Configuration and User Training) *
- System Audit Configuration & Training
- Syslog Server including appropriate software incl. 3 yr. warranty (Initial Configuration and User Training) *
- *Does not include active monitoring or CJIS audit representation nor physical/virtual server for log storage.

Cost Estimate: \$6,000 upfront - \$1,500/yr. maintenance

HOSTING AND SERVICE LEVEL AGREEMENT

This agreement is made simultaneously and in conjunction with the attached License Agreement between NET Data Corporation ("NET Data") and Titus County, Texas ("Client"), dated _____, 2019. All terms and conditions of the License Agreement are incorporated by reference, including but not limited to any warranties, any disclaimer of warranties, and any disclaimer of damages.

NET Data agrees to provide Client with access to and use of the NET Data Cloud System Service and any related licensed materials, including but not limited to any manuals, any system documents, and written or verbal instructions provided for use in connection with this service ("Services") under the following service levels and conditions:

1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company's dealing with like data;
- NET Data shall provide adequate firewall protection as is customary in the industry for company's dealing with like data in order to secure Client Data and other Confidential Information of Client and users of the Services from unauthorized access by third parties; and
- "Client Data" and "Confidential Information" means all information Client stores on the NET Data Cloud System Service.

Client agrees to the following:

- Use only the following applications and data with these Services:
 - Document Imaging (RVI)
 - iCON JP CMS
 - IRA
 - iTicket
 - Online Discovery
 - NETD Online
 - Child Support
 - Constable Process Tracking
 - Financial Management
 - Hot Check
 - Judicial Management
 - County Attorney
 - County Clerk
 - District Clerk
 - Jury Selection
 - LEC Suite
 - Property Tax Billing and Collection
 - Records Indexing
- Not copy or otherwise duplicate any portion of the Services;
- Not to assign this agreement without the express, written permission of NET Data; and
- Upon termination of this agreement to stop accessing and/or using the Services and to return all related data or materials provided to it by NET Data.

2. System Availability.

NET Data shall use reasonable best efforts to maintain the following Services availability:

- For any consecutive one (1) year period, the Services within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Service Outages as specified;
- "Scheduled Service Outages" shall be performed during the hours of 5 p.m. to 8 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose; and
- System is "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.

3. Exclusions

NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- Client Resource Problems – Problems resulting from Client resources not under NET Data management or control;
- Failure of any hardware not under NET Data's management (customer PC's, portage boxes, etc.);
- Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance;
- Network Changes – Changes made by Client to the networking environment that were not communicated to or approved by NET Data;
- Force Majeure – Problems resulting from a force majeure event;
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by Client to implement changes in applications, environments, conversions or system software;
- Client Actions – Problems resulting from actions or inactions of Client contrary to NET Data's reasonable recommendations;
- Client Responsibilities – Problems resulting from any failure by Client to fulfill its responsibilities or obligations;
- Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason; or
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the Client.

4. Payment (see attachment A)

Client agrees to pay an upfront initial migration and hardware device fee of **\$4,500**. Client further agrees to pay NET Data on an annual basis (before each yearly use of the Services) the amount of **\$25,500**.

5. Not a License/Not Assignable.

This addendum is not providing CLIENT with a license to any NET Data product or service. Client cannot assign it without written permission of NET Data.

6. Term/Termination

The term of this agreement shall begin upon migration completion and shall run for a period of five (5) year(s), afterwhich the term shall renew automatically on an annual basis with the billing and subsequent remittance of an annual renewal fee. Either party may terminate this agreement after the initial term by giving thirty (30) days written notice to the other party.

AGREED TO:

NET Data

Titus County

By: _____

By: _____

NET Data

County Judge

Attachment A		
Product Cost		
Description	Units	Total Cost
SUBTOTAL:		\$ -
Project Development and Implementation Cost		
Description	Units	Total Cost
Data Migration	1	\$ 2,500
SUBTOTAL:		\$ 2,500
Maintenance & Hardware Cost		
Description	Units	Total Cost
Yearly Hosting Maintenance	1	\$ 25,500
NET Protec Portage VPN Device RH-1500	1	\$ 2,000
Yearly Portage Maintenance (included in hosting)	1	\$ -
SUBTOTAL:		\$ 27,500
CONTRACTED TOTAL:		\$ 30,000