

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2024-105**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to approve the contract with eCloud Managed Solutions for AWS Infrastructure as a Service.


BE IT FURTHER RESOLVED, to authorize the Judge/Executive to execute the necessary documents.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 28 May 2024.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk

MASTER SERVICES AGREEMENT

This "Master Agreement" made on the 15th of May 2024 (the "Effective Date") is between

eCloud Managed Solutions, LLC, a Georgia limited liability company that has its principal place of business at 980 Birmingham Road, Suite 501, Milton, GA 30004 (hereinafter called "eCloud"); and

Hardin County, KY, with offices at 150 North Provident Way, Elizabethtown, KY 42702.

RECITALS:

- A. WHEREAS, HARDIN COUNTY, KY is engaged in leveraging cloud expertise, cloud assessments, migration expertise, professional services, and managed services;
- B. WHEREAS, eCloud is engaged in the hybrid cloud, cloud expertise, managed services, telecom, colocation, hardware, software, and;
- C. WHEREAS, HARDIN COUNTY, KY wishes to retain the services of eCloud to perform Services (as defined in Section 1.1) and as further specified in Project Contracts (as defined in Section 1.2); and
- D. WHEREAS, the parties hereto desire to agree upon various terms and conditions that will govern their business relationship for the term specified herein in connection with such Services conducted for HARDIN COUNTY, KY.

Now, therefore, in consideration of the mutual promises contained herein, the recitals set forth above, which are hereby incorporated by reference herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

1 SERVICES & OBLIGATIONS OF THE PARTIES:

- 1.1 **Purpose** - The purpose of this document is to establish a Master Services Agreement between e-Cloud and HARDIN COUNTY, KY for the provision of Services. "Services" shall mean all of the services performed by e-Cloud pursuant to this Master Agreement and any Project Contract.
- 1.2 **Project Contracts**- From time to time during the term of this Master Agreement, HARDIN COUNTY, KY and eCloud may enter into a Project Contract. Such Project Contract shall be substantially in the form of **Attachment A** hereto, Sample Project Contract (a "Project Contract"). HARDIN COUNTY, KY and eCloud acknowledge that this Master Agreement does not obligate HARDIN COUNTY, KY to procure, or eCloud to provide, any minimum amount of Services or to enter into any Project Contracts.
- 1.3 **Collective Agreement** - Upon execution of a Project Contract, that Project Contract and this Master Agreement shall collectively, independent from any other Project Contracts, constitute the entire agreement for the specific Services provided.
- 1.4 **Master Agreement to Prevail** - To the extent that there is any conflict between the terms of

this Master Agreement and a separate Project Contract, the terms of this Master Agreement shall govern unless such Project Contract specifically identifies any modification to the Master Agreement. Any such amendment shall apply only to the Project Contract and shall not act as an amendment of this Master Agreement as it relates to any prior or subsequent Project Contract.

1.5 Provision of Services and Warranties

(a) **Standard of Service** - eCloud hereby agrees that it will perform all Services in a manner consistent with the professional standards of the applicable industry and as set out in any Project Contract. eCloud shall comply with all deadlines and timelines set forth in each Project Contract mutually agreed upon by each party.

(b) **Warranties** – eCloud and HARDIN COUNTY, KY warrants that:

(i) it has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) the Services shall be performed in a timely and professional manner in accordance with applicable professional standards;

(iii) eCloud and related HARDIN COUNTY, KY personnel performing the Services shall comply with each company's policies and applicable regulations; provided, however, said policies and applicable regulations have been delivered to eCloud's and Emergent EDUCATION personnel in writing;

(iv) eCloud shall not knowingly violate any applicable law, rule, or regulation in any material respect during the performance of the Services, including but not limited to the development and delivery of Work Products and Data, as defined below.

(c) **Remedies** - In the event that eCloud does not perform any of the Services in compliance with the terms and conditions of this Master Agreement and the Project Contract, then, in HARDIN COUNTY, KY sole discretion, HARDIN COUNTY, KY shall be entitled to:

(i) require eCloud to refund mutually agreed upon payments made in consideration for such Service;

(ii) be allowed to withhold payment for such Service if HARDIN COUNTY, KY has not already paid for them, subject to the terms of Section 4.2;

(iii) require that eCloud re-perform such non-compliant Service(s). If any non-compliant Service still remains after HARDIN COUNTY, KY specifically points out the defect in eCloud's remedy, HARDIN COUNTY, KY shall be entitled to, in HARDIN COUNTY, KY's sole discretion, a refund of the cost HARDIN COUNTY, KY or its customer paid for any non-compliant Services. In the event that HARDIN COUNTY, KY owes eCloud for other properly performed Services that are invoiced properly under the terms of the Master Agreement and the Project Contract, then eCloud will apply the refund against such outstanding amounts and return the difference, if any, to HARDIN COUNTY, KY within sixty (60) days of notification that a refund is due; or

(iv) terminate the affected Project Contract or this Master Agreement according to the terms of Section 3 below.

2 RELATIONSHIP BETWEEN THE PARTIES:

2.1 **Independent Contractor** – eCloud will perform the Services as an independent contractor and nothing in this Agreement is to be construed as creating a joint venture, partnership or any relationship between HARDIN COUNTY, KY and eCloud other than that of

independent contractor. eCloud shall not act or attempt to act or represent itself, directly or by implication, as an agent of HARDIN COUNTY, KY or in any manner assume or create any obligation on behalf of or in the name of HARDIN COUNTY, KY. No rights or licenses in or to HARDIN COUNTY, KY Confidential Information are granted to eCloud by virtue of this Agreement. eCloud personnel shall not be eligible for any HARDIN COUNTY, KY employee benefits, nor shall HARDIN COUNTY, KY be obliged to make any deductions from e-Cloud's fees for taxes, such taxes being the sole responsibility of eCloud. Neither party shall have any authority by virtue of this Master Agreement to contract or otherwise act on behalf of the other. Neither party shall represent itself as an agent of the other.

- 2.2 Staffing Warranties** - eCloud represents, warrants and covenants that it shall provide appropriately trained personnel to perform Services and that eCloud personnel have, and at all times during the term of this Master Agreement shall have, appropriate licenses, approvals and certifications necessary to safely, adequately and lawfully perform their obligations under this Master Agreement and any Project Contract.

3 **TERM & TERMINATION**

- 3.1 Term of Master Agreement** - The initial term of this Master Agreement shall commence on the Effective Date hereof and shall continue for a period of three (3) years, unless earlier terminated in accordance with Section 3.3 below. At the expiration of the initial term, this Master Agreement shall automatically renew for subsequent one (1) year periods unless one party provides the other party with written notice of termination pursuant to Section 3.3 below. Notwithstanding any such termination, the terms and conditions of this Master Agreement and each applicable Project Contract shall continue to apply, and the parties shall continue to perform in accordance with this Master Agreement and the applicable Project Contract with respect to each Project Contract to which the parties shall have signed a Project Contract prior to the effective date of termination of this Master Agreement.
- 3.2 Agreement Renewable** – This Master Agreement shall be renewable upon written terms and conditions mutually acceptable to the parties hereto.
- 3.3 Early Termination** - HARDIN COUNTY, KY shall have the right to unilaterally terminate this Master Agreement for any reason upon sixty (60) days prior written notice to eCloud. Either party shall have the right to terminate this Master Agreement in the event the other party commits any breach of any of the provisions of this Master Agreement and/or any Project Contract, and, in the case of a breach capable of remedy, fails to remedy the same within sixty (60) days after receipt of a written notice from the other party giving full particulars of the breach and confirming the intention to terminate if not remedied.
- 3.4 Survival of Rights on Termination** - The expiration or earlier termination of this Master Agreement for whatever reason shall not affect the accrued rights of either HARDIN COUNTY, KY or eCloud arising under or out of this Master Agreement, and all provisions which are expressed to or by implication survive this Master Agreement shall remain in full force and effect.
- 3.5 Separate Termination Provisions** - Notwithstanding the above, each Project Contract entered into pursuant to this Master Agreement may be terminated in accordance with its own termination provisions. The provisions of this Master Agreement shall remain unaffected by such separate termination of individual Project Contracts. In the event of any conflict in such termination provisions, the termination provisions contained in the applicable Project Contract shall govern.

3.6 Return of Materials on Termination - Upon expiration or termination of this Master Agreement, eCloud and HARDIN COUNTY, KY shall promptly deliver all related documents, data and materials, including without limitation any documents, data and materials provided to eCloud by HARDIN COUNTY, KY, documents and training material provided to HARDIN COUNTY, KY by eCloud, or on HARDIN COUNTY, KY's customer behalf, in whatever form (including any reproductions of the same) of any nature pertaining to eCloud provision of Services under this Master Agreement or any Project Contract and/or pertaining to any Confidential Information as described in Section 5. Notwithstanding the foregoing, eCloud may retain, solely for the purpose of determining the scope of its obligations under this Master Agreement, one (1) copy of documents, data or other materials generated hereunder.

4 PAYMENT

4.1 Budget/Schedule of Fees - As compensation for providing the Services, HARDIN COUNTY, KY shall pay the amounts to eCloud as specified in a Project Contract.

4.2 Payment Terms - Any invoices submitted by eCloud to HARDIN COUNTY, KY shall, at HARDIN COUNTY, KY's request, include documentation and/or detail acceptable to HARDIN COUNTY, KY. Taxes (and any penalties thereon) imposed on any payment made by Hardin County, KY to eCloud shall be the responsibility of eCloud. The EMERGENT ENFORCEMENT contact to which invoices are to be sent shall be identified in each Project Contract. Unless otherwise expressly provided in the applicable Project Contract, eCloud shall submit to HARDIN COUNTY, KY an invoice describing the Services provided and costs incurred during a particular month on a monthly basis and HARDIN COUNTY, KY shall pay all invoiced amounts within thirty (30) days of receipt of an appropriate invoice. HARDIN COUNTY, KY shall not have any obligation to pay for any invoice received greater than ninety (90) days after the related Services have been completed for such invoice. If any portion of an invoice is disputed, the parties shall use good faith efforts to reconcile differences or discrepancies with regard to any disputed amount as soon as practicable. All payments required to be made by HARDIN COUNTY, KY to eCloud pursuant to the applicable Project Contract shall be denominated in United States currency and made to eCloud at the address specified in each applicable Project Contract.

4.3 United States Dollars. All payments by HARDIN COUNTY, KY to eCloud hereunder shall be made in United States Dollars.

5 CONFIDENTIALITY

5.1 Confidential Information - In furtherance of the conduct of the Project Contracts conducted under this Master Agreement, it may be necessary or desirable for the parties to disclose proprietary, trade secret and/or other Confidential Information to one another under this Master Agreement or any Project Contract. All such Confidential Information shall remain the property of the party disclosing it. Each party hereto agrees that any such Confidential Information disclosed to it or to its employees, agents and contractors, shall only be used in connection with the legitimate purposes of this Master Agreement, shall be disclosed only to those who have a need to know it and are obligated to keep same in confidence, and shall be safeguarded with all reasonable care.

5.2 Definition of Confidential Information - For the purposes of this Master Agreement, "Confidential Information" shall mean any and all information in whatever form including, but not limited to, pertaining to all intellectual property, trade secrets, ideas, processes, programs and all tangible and intangible information relating to formulations,

products, processes, know-how, designs, formulas, methods, developmental or experimental work, clinical data, improvements, discoveries, pending or potential patent claims and any information derived therefrom, plans for research, new products, marketing and selling plans, business plans, budgets and unpublished financial statements, licenses, pricing and costing information, identities of suppliers, customers or clients and information regarding the skills and compensation of employees or other consultants of HARDIN COUNTY, KY or eCloud.

- 5.3 Undertaking by eCloud Not to Disclose** - Except as necessary to perform its obligations under this Master Agreement and any Project Contract, eCloud specifically undertakes and warrants that it (either by itself or through any of its servants or agents, or with or through any person), during the period of this Master Agreement and for a period of two (2) years thereafter, shall not use, disclose, publicize, disseminate, promote or advertise or permit to be disclosed to any third party, or otherwise make use of or permit to be made use of (other than with the prior written consent of Hardin County, KY, or as may be required by Applicable Laws and Regulations) any of Hardin County, KY's Confidential Information.
- 5.4 Bind Other Parties** - Each party shall be responsible for obligating other parties to adhere to the terms and conditions of this Master Agreement and, shall be responsible for ensuring that any of such party's personnel and agents, and any other persons who receive Confidential Information through it are bound under the terms of this Master Agreement.
- 5.5 Exclusions** - The confidentiality obligations of the parties in Sections 5.1 to 5.4 shall not extend to any Confidential Information which:
- (a) is or becomes generally available to the public otherwise than by reason of a breach by the recipient of Sections 5.1 to 5.4 above;
 - (b) is known to the recipient party and is at its free disposal prior to its receipt from the other as established by written evidence; or
 - (c) is subsequently disclosed to the recipient party without being made subject to an obligation of confidence by a third party as established by written evidence.
- 5.6 Undertaking by HARDIN COUNTY, KY Not to Disclose** - Except as necessary (i) to perform its obligations under this Master Agreement and any Project Contract; (ii) obtain financing; and/or (iii) conduct transactions, including those involving Hsrdin County KY's products or product development candidates, HARDIN COUNTY, KY undertakes and warrants that it (either by itself or through any of its servants or agents, or with or through any person), during the period of this Master Agreement and for a period of two (2) years thereafter, shall not use, disclose, publicize, disseminate, promote, or advertise or permit to be disclosed to any third party, or otherwise make use of or permit to be made use of (other than with the prior written consent of e-Cloud, or as may be required by Applicable Laws and Regulations), any of e-Cloud's Confidential Information.
- 5.7 Disclosure by Law** - Confidential Information may also be disclosed to the extent required by a governmental authority or any statutory, regulatory or similar legislative requirement or law; provided, however, that the party making such disclosure of the other party's Confidential Information shall give maximum practical advance notice of same to the other party hereunder and shall request maximum protective confidential treatment of such disclosure from the recipient thereof as may be afforded by law. If such Confidential Information is disclosed, the party making the disclosure shall use due caution to disclose only that portion of the Confidential Information required by law to be disclosed and shall

maintain the remainder of the Confidential Information (if any) in strict confidence according to the terms and conditions of this Agreement.

5.8 Intellectual Property

(a) Definitions

(i) **“Intellectual Property”** - means, collectively, all manner of inventions, materials (including, but not limited to, tools, processes, positioning, differentiators), data, databases, information, know-how, works of authorship, and designations of origin that are now or later come into effect and all rights therein including, but not limited to, patents, trade secrets, property rights, copyrights and moral rights, trademarks, service marks and trade dress.

(ii) **“eCloud Pre-existing Intellectual Property”** - means any intellectual property existing prior to the Effective Date that was independently developed by eCloud or its employees, agents, contractors and/or consultants, and which relates to eCloud’s business operations, including but not limited to software and management tools used to support the activities of eCloud’s operations.

(b) **eCloud Intellectual Property** - All Intellectual Property that is conceived or reduced to practice solely by eCloud or its Personnel, and/or agents in connection with this Master Agreement or any Project Contract solely without the use of Hardin County KY’s Intellectual Property and that is an improvement, development or modification to eCloud Pre-existing Intellectual Property shall be the exclusive property of eCloud (**“e-Cloud Intellectual Property”**). eCloud shall remain the exclusive owner of eCloud Pre-existing Intellectual Property.

(c) **HARDIN COUNTY, KY Intellectual Property** - HARDIN COUNTY, KY shall own all Intellectual Property conceived or reduced to practice in connection with this Master Agreement or any Project Contract that is not eCloud Intellectual Property (**“HARDIN COUNTY, KY Intellectual Property”**).

5.9 **Cooperation by eCloud** - Upon HARDIN COUNTY, KY’s request and at HARDIN COUNTY, KY’s expense, eCloud shall execute such documents and take such actions as HARDIN COUNTY, KY deems necessary or appropriate to obtain patent or other proprietary protection in HARDIN COUNTY, KY’s name concerning any HARDIN COUNTY, KY Intellectual Property. The obligations of Sections 5.1 to 5.9 inclusive shall apply to eCloud Personnel and eCloud’s agents and representatives involved in the provision of the Services under this Master Agreement, and eCloud agrees to cause such parties to execute agreements ensuring compliance with these Sections.

5.10 Ownership of Data and Work Product

(a) All reports, data, and other information (including, without limitation, written, printed, graphic, video and audio material, and information contained in any computer database or computer readable form) generated by or for HARDIN COUNTY, KY in the course of performing the Services (the **“Work Product”**) shall be the sole property of HARDIN COUNTY, KY. HARDIN COUNTY, KY may utilize such Work Product in any way it deems appropriate.

(b) In the event any Work Product do not fall within the specifically enumerated definitions that constitute "works made for hire" under the United States copyright laws, eCloud hereby expressly and irrevocable assigns all right, title and interest worldwide in and to such Work Product to HARDIN COUNTY, KY, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights.

(c) In the event eCloud has rights to the Work Product that cannot be assigned to HARDIN COUNTY, KY, eCloud grants to HARDIN COUNTY, KY an exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, reproduce and create derivatives of such Work Product. eCloud agrees to cooperate in any manner reasonably requested by HARDIN COUNTY, KY to protect HARDIN COUNTY, KY's rights described herein.

(d) eCloud grants to HARDIN COUNTY, KY a world-wide, non-exclusive, perpetual, royalty-free license to use its Pre-existing Intellectual Property, including the right to copy, perform, display, execute, reproduce, and modify eCloud's 's Pre-existing Intellectual Property, solely as contained within the Work Product to the extent reasonably necessary or useful for HARDIN COUNTY, KY to receive the benefit of the Services or any Work Product from the Services contemplated by this Master Agreement or any Project Contract.

6 LIABILITY & INDEMNITY

- 6.1 **Indemnification by eCloud** - eCloud hereby agrees to indemnify HARDIN COUNTY, KY and its Affiliates and its and their members, officers, directors, employees, subcontractors, and agents (each an "Indemnitee" and collectively the "Indemnitees") from any loss, damage, cost or expense (including reasonable attorneys' fees) ("Loss") arising from any third party claim, demand, assessment, action, suit, or proceeding ("Claim") to the extent arising or occurring during the term of this Master Agreement as a result of (a) eCloud's negligence, intentional misconduct, illegal conduct or inaction in the provision of any Services hereunder, (b) eCloud's infringement or alleged infringement of any third-party intellectual property; and (c) eCloud's breach of this Master Agreement; provided that if such Loss or Claim arises in whole or in part from the HARDIN COUNTY, KY Indemnitees' negligence, illegal conduct, gross negligence or intentional misconduct or inaction, then the amount of the Loss that eCloud shall indemnify the HARDIN COUNTY, KY Indemnitees for shall be reduced by an amount in proportion to the percentage of the HARDIN COUNTY, KY Indemnitees responsibilities for such Loss
- 6.2 **Notice of Claim** - Each Indemnitee will tender to eCloud the defense of any Claim by giving eCloud notice of such Claim (including a copy of any such Claim served upon Indemnitee), within ten (10) business days after such Claim was served upon Indemnitee; provided, however, that the failure of an Indemnitee to provide notice within the specified time period will not relieve eCloud from its obligations hereunder except to the extent it has been prejudiced by the failure to give timely notice. Each Indemnitee shall authorize and permit eCloud to conduct and exercise sole control of the defense and disposition (including all decisions relative to litigation, appeal or settlement) of all Claims (including access to pertinent records and documents and provision of relevant testimony) and to determine the scope of its obligations hereunder; provided, however, that such Indemnitee shall be permitted to participate in the defense of any such Claims at its own cost and expense and, notwithstanding the foregoing, the Indemnitee's consent shall be required for any settlement involving injunctive or other equitable relief against it, its assets, employees or business, which consent shall not be unreasonably withheld or delayed.
- 6.3 **Exclusion of Consequential Loss** - Except with respect to a party's indemnification obligations as set forth in 6.1 or 6.2 and a breach of a party's confidentiality obligations

set forth in Section 5, neither party shall be liable to the other for loss of profits, business or revenue loss, special, indirect or consequential loss.

- 6.4 Maintenance of Insurance** – eCloud shall maintain insurance on terms customary in the information technology industry covering all activities and obligations of it, including against losses and damages to persons or property caused by the negligence of eCloud in performing the Services, up to and beyond the expiration or termination of this Agreement.

eCloud shall at its own expense obtain and maintain insurance of a type and amount adequate to cover all loss, damage, liability or costs in respect of which it is liable to indemnify HARDIN COUNTY, KY under the provisions of this Section 6 and shall not do or omit any act, matter or thing which may prejudice or render voidable any such insurance. eCloud will, forthwith on request by HARDIN COUNTY, KY, provide HARDIN COUNTY, KY with evidence of insurance as HARDIN COUNTY, KY may reasonably require. eCloud shall endeavor to notify HARDIN COUNTY, KY of any negative, material change in insurance coverage.

- 6.5 Survival**-This Section 6 (except with respect to Section 6.4) shall survive the termination or expiration of this Master Agreement.

7 GENERAL PROVISIONS

- 7.1 Assignment** – Except as provided in Section 7.2, this Master Agreement and subsequent Project Contracts may not be assigned by either party without the prior written consent of the other party except that a party may otherwise assign its respective rights and transfer its respective duties to any assignee of all or substantially all of its business (or that portion thereof to which this Master Agreement relates) or in the event of its merger or consolidation or similar transaction. An assignment by either party will release that party of any further obligation to the other party under the terms of this Master Agreement. Notwithstanding the foregoing, any assignment hereunder will not relieve the assigning party of its confidentiality obligations under this Agreement.

- 7.2 Subcontracting** - eCloud shall be entitled to use agents and subcontractors in the provision of Services under this Master Agreement, provided that eCloud obtains HARDIN COUNTY, KY prior written approval for such agent or subcontractor. All subcontractors shall be subject to the same terms as are set forth in this agreement. eCloud's use of subcontractors shall not relieve eCloud of any of its obligations pursuant to this Master Agreement or any Project Contract.

- 7.3 Employment of Contracting Consultant/ eCloud Personnel** – Without the other party's prior written consent, each party agrees that during the term of this Agreement and for a period of six (6) months thereafter, it will not knowingly solicit, hire, contract with, nor engage the services of, any employee, consultant or former personnel of the other party with whom such party has worked directly in conjunction with this Agreement. The foregoing restriction shall not apply with respect to any general solicitation or advertisement for a position or positions.

- 7.4 Notices** - Any notice or other communication to be given under this Master Agreement shall be in writing and shall be delivered personally or sent by first-class pre-paid mail, overnight delivery service or facsimile transmission (confirmed by first-class pre-paid mail) addressed as follows:

If to eCloud Managed Solutions Invoices and legal services:

HARDIN COUNTY, KY
Attention: Legal or Accounting
Add mail address and
phone #

If to eCloud:

Legal Notices:
Attention : **Lydia A. Veal, CPA**
Chief Operating Officer
Optimum Healthcare IT
Phone: 904.608.4388
Email: lydia@optimumhit.com

Invoices:
Gina Zummo Controller
Phone: 904-373-0831
Email: gzummo@optimumhit.com

or to such other designation as either party may hereafter notify the other in accordance with other provisions in this Section. This notices section is not intended to govern day to day business communications necessary for the performance of routine duties arising under a separate Project Contract.

- 7.5 **Delivery** - All such notices or other communications shall be deemed to have been served as follows:
- (a) if delivered personally, at the time of such delivery; or
 - (b) if sent by registered post, five business days after being postmarked and if sent by overnight delivery service, the next business day.
- 7.6 **Modification & Waiver** - No modification of this Master Agreement or any Project Contract shall be deemed effective unless in writing and signed by each of the parties hereto, and no waiver of any right set forth herein shall be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought.
- 7.7 **Severability** - If any provision of this Master Agreement or any Project Contract or portion thereof is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
- 7.8 **Integration of Master Agreement** - This Master Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, written or oral, regarding the terms described herein. All attachments and addenda attached hereto shall be deemed to be fully incorporated into this Master Agreement. Additionally, each Project Contract negotiated pursuant to this Master Agreement is incorporated into and made part of this Master Agreement by reference.

7.9 Descriptive Headings - The descriptive headings of the sections of this Master Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

7.10 Force Majeure - Neither party shall be liable for any failure to perform or delay in performing any obligations under this Master Agreement if such failure or delay is due to fire, flood, earthquake, strike or any other industrial disturbance, war (declared or undeclared), embargo, blockade, legal prohibition, riot, insurrection or any other unforeseen event beyond the control of such defaulting party preventing or delaying the performance of such obligations; provided that such obligations shall be performed immediately upon the termination of such cause and provided further that in the event of such failure or delay

continuing for more than three (3) months either party may, without incurring liability to the other, terminate this Master Agreement immediately by written notice to the other party.

7.11 Governing Law - This Master Agreement and any Project Contract shall in all respects (including the formation thereof and performance thereunder), be governed by and construed in accordance with the laws in force in the State of Delaware. The parties irrevocably submit to the jurisdiction and venue of the state and federal courts located in New Castle County, Delaware USA.

7.12 Counterparts - This Master Agreement may be executed in two (2) counterparts each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Master Agreement and any Project Contracts issued hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be duly executed by their authorized representatives as of the dates written below.

HARDIN COUNTY, KY, LLC.

eCloud Managed Solutions, LLC

Date: May 28, 2024

Date: _____

Signed: 

Signed: _____

Name: Keith L. Taul

Name: Lydia Veal

Title: Hardin County Judge/Executive

Title: COO

EXHIBITS

Managed Services Description of Services

Project Contract#: Hardin County, KY Managed Services

Date: May 15th, 2024

Unless otherwise noted, the services below are provided subject to the Master Services Agreement between Hardin County, KY and E-CLOUD dated 15th of May 2024.

SERVICES PROVIDED:

STANDARD DETECTION, MONITORING & PATCHING

- 24/7 monitoring & support (all issues affecting system availability or compromised system)
- Helpdesk available by email/phone
- Business Day SLA for non-critical issues
- No-call remediation of non-critical issues (e.g. system reboots, auto- scaling events)
- Managed run books for critical issues
- New server deployment (application deployment not included)
- Continuous monitoring for system health checks leveraging AWS services
- Nightly backup
- Monthly security patches
- Notification of AWS system-wide outages & service degradations

FINAL PRICING:

Based on the initial deployment, the fee for eCloud managed services is calculated as follows. Additional fees at standard prices will apply for resources added at the Customer's request per an approved change order.

AWS Spend up to \$14,000.00 per month

Managed AWS and MSSP rate: \$1,100.00/month