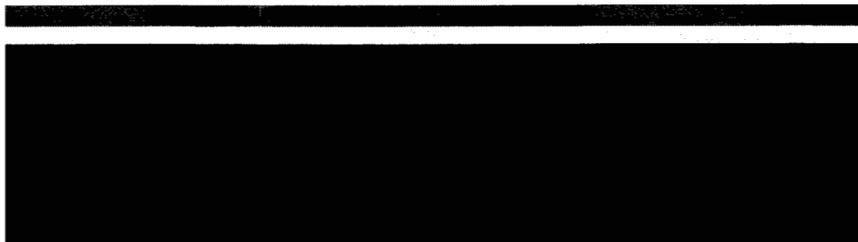
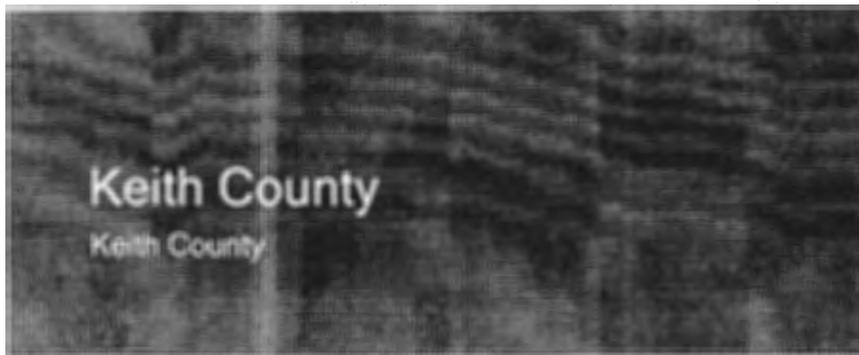
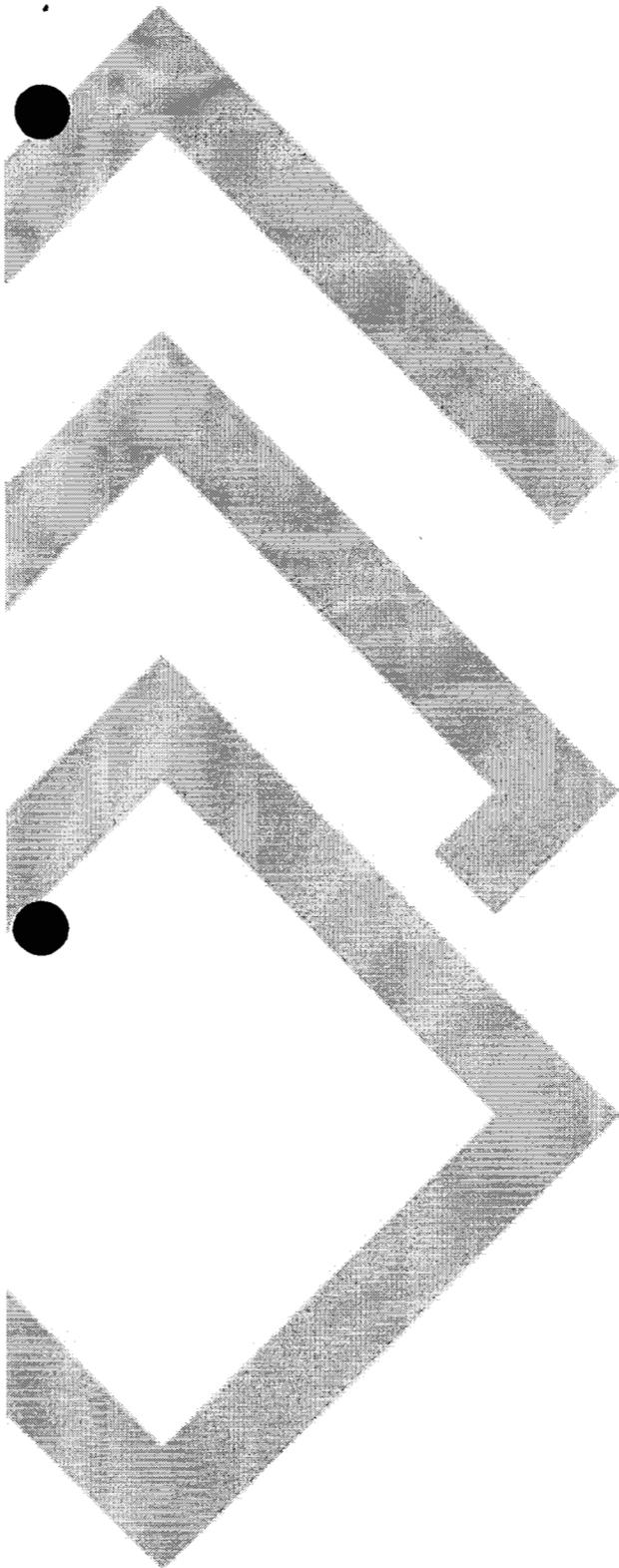


2017-10



Author: Renae Zimmer

Date: March 29, 2017

FIVE  NINES

Vision & Mission

- Love what we do and be the best at it.
- Build strong relationships with our clients to drive their success.
- Recognize what is most important in life and live each day to its fullest.

Fundamentals

Cultural Core Values

- **Be an “A” player** - Treat everything you touch as a personal statement bearing your signature. Take pride in the quality of what you do and insist on excellence.
- **Trust each other** - People are good, fair, honest, and genuinely want to do the right thing. Always start from a place of trust when considering why someone does something or when addressing conflict.
- **Act from integrity** - We are upfront and honest in all of our interactions. Our clients depend on our integrity and trust us to do what’s best for their business.
- **Know your clients** - We learn as much as we can about our clients. Knowing the people and their business puts us in the position to contribute to their success. These relationships and the resulting knowledge are key reasons clients choose to stay with us.
- **Have fun** - We spend a large amount of time with our work family; we are intentional about building relationships with those around us and finding ways to enjoy our workplace.
- **We care** - We are intentional about helping those in need, be it our family, peers, clients, or our community. We are always on the lookout for these impactful opportunities.
- **Unplug** - We believe in a healthy work / life balance. Putting in long hours, while occasionally necessary, is not a badge of honor. Deliver excellence while working, then get out and enjoy life.

Customer Service Excellence

- **Treat every situation as an opportunity for goodwill** - Take total ownership of our role in every situation by staying committed and attentive to the issue until you are absolutely sure it is resolved.
- **Always offer a solution** - Clients engage us to solve IT problems; not to experience reoccurring issues. We should always be looking for and offering a solution. When presenting ideas, be sure to stress the recommended solution.
- **Communicate clearly and frequently** - Communicate so that others will understand. Frequent and clear communication relieves stress and grows relationships.
- **Pick up the phone and call** - Service generally begins and ends with a phone call. Go the extra mile and understand many times that means picking up the phone and calling.
- **Follow up on everything** - Utilize the proper systems to ensure that you never put yourself in a position to drop the ball. Proper follow up and execution are key reasons clients love Five Nines.



Wednesday, March 29, 2017

Keith County
Caleb Johnson
411 E 2nd Street
Ogallala, NE 69153
calebjohnson@actcjet.net

Dear Caleb,

To: Caleb Johnson and Keith County Commissioners,

The managed service agreement attached includes full IT support for Keith County. Five Nines is committed to proactive support for the county's IT infrastructure.

The agreement will begin April 14, 2017 and extend through June 30, 2017. After June 30, if the county hires an EMS/Tier I IT support person, Five Nines will review the MSA and extend for a 12-month agreement.

Five Nines can help with the hiring of the new EMS/Tier I position with the county and willing to train only if needed. The internal candidate, along with Five Nines IT outsourced support is a solid combination providing the tools and resources to ensure a strong IT infrastructure.

In addition to the MSA, Five Nines will conduct an audit in the next few weeks to gain clarity of your IT environment. We will offer suggestions as needed to upgrade and improve upon the current IT infrastructure.

Thank you for your partnership. We look forward to offering the consultative and proactive support you deserve.

Sincerely,

Renae Zimmer

Senior Account Executive

Five Nines Technology Group

A handwritten signature in cursive script that reads "Renae Zimmer".

Renae Zimmer
Account Executive
Five Nines



Five Nines Complete Support

The Five Nines Partnership Agreement is a proactive IT Support agreement that fully supports the IT needs of our clients. This agreement includes proactive work to keep your network running smoothly, combined with reactive support for issues that pop up from time to time. Five Nines is able to deliver a best-in-class solution to our clients through our Primary Engineering team model. A Five Nines Partnership will drive technology to be a leveraged asset within your organization.

Approach and Methodology

Team

- Primary Engineer (Tier 2) - This is a dedicated resource for your business as your primary contact. They are equipped with a higher knowledge and experience level. This means you will get results more quickly when you have issues. Someone that learns who you are, and what matters most to your business. You don't have to speak to a different person each time.
- Account Management - Another dedicated resource that understands your business needs. Your account manager works alongside your primary engineer, and across all teams at Five Nines to deliver the best service.
- Escalation Team (Tier 3) - This is critical, and also viewed as an insurance policy. This is the extraordinary talent that, in the event of an unforeseeable disaster, can have you up and running more quickly than anyone else. These are the guys that watch FBI reports, and by the time you've seen it on CNN, they've already protected you against it. They prevent, and respond to outages of the entire site.
- Support Team (Tier 1) - If you submit a ticket with a low level issue, and your primary engineer is working with another client, the support desk could quickly resolve your issue.
- Healthcare Consulting - As part of the Five Nines & OneHealth partnership, Five Nines provides dedicated Healthcare Consulting. Our Healthcare Consultant will perform an annual review of your Risk Analysis after completion of the initial Risk Analysis project. We'll also review your HIPAA policies and procedures to ensure compliance with rules and regulations. Additional services such as Meaningful Use Attestation or HIPAA staff training are available but subject to additional charge.

Process

- Collaboration - Our process is results driven. With the size of our team, and the diversity of knowledge, we are able to deliver results more quickly. The hours we log are not a measure of our success.
- Budgeting (Annual) & Business Reviews (Quarterly, Semi-Annual, or Annual) - Our team creates a business plan and budget for your IT investment over the next 1, 2, 3, even out to 5 years if needed. This allows you to plan, understand, and budget for the lifecycle of your infrastructure, licensing, and support. Business reviews are conducted on a regular basis including your account manager and primary engineer. These reviews allow our partners to stay connected with their IT plan.
- R&D Process - Five Nines has evolved and embraced that we do not want to be a "jack of all trades", we are a master in what we offer, and that is why we have a "standard stack". For every solution we offer, we are highly certified and trained. We put our solutions (equipment) through rigorous testing, and only provide solutions to partners that we have personally proven.

Culture

- We spend great amounts of time and energy on maintaining a great culture. Why does this matter to our clients, because we are able to retain talent much longer than industry standards.
- All team members, tools, each process, and even our culture is all directed towards maximizing our partners' uptime. When we do this, we can deliver a more predictable future.

Tools

- Remote Monitoring & Management (RMM) - Our technicians can perform any IT support or management task remotely, efficiently and non-intrusively. This enables us to get to the bottom of problems quickly via root cause analysis. Provides for easy mapping of IT infrastructure to supported IT services, and predictive analytics for monitoring.
- Five Nines Support Application - This application is installed on our client's computers to provide them a superior portal experience, enabling submission of tickets, tracking, and final resolution. Active Directory integration is used to prevent the need for login.



Five Nines Complete Support

24/7/365 Onsite and Remote Support

The Five Nines Partnership is a 24/7/365 support agreement that includes both onsite and remote troubleshooting. Depending on the needs of the client and the urgency of the issues Five Nines will determine the appropriate way to interact on the issue.

Hardware Support

- Servers - Five Nines will monitor and maintain all aspects of your physical and virtual server environments. Only operating system versions currently supported by Microsoft are covered. Linux and other similar operating systems are supported on a best-effort, time-and-materials basis only, and only if a support contract with the OS vendor is maintained. Hardware vendor support contracts for production-class servers must be maintained to ensure timely hardware service. Support contracts for virtualization platforms such as VMware must also be maintained, where applicable.
- Networking - Five Nines will monitor and maintain all your routers, switches, firewalls, wireless access points, and related devices. Vendor support contracts must be maintained to ensure timely hardware and software service.
- Networked Printers and Scanners - Five Nines will provide basic support for the network aspects of your networked printers, scanners, and other multi-function devices. Our support ability does not extend past the basic networking of these devices, and support contracts with a third-party printing solution company are highly encouraged.
- Endpoints - Five Nines will support workstations, laptops, tablets and thin clients for all Windows based Operating Systems devices. This agreement includes labor for replacing up to 4 devices in one month. All workstation, laptops and tablets that have a Windows based operating system must be Active Directory domain compatible and have an operating system installed that is still supported by Microsoft.

Software Support

- Security Patches and Software Updates - Software/firmware updates on physical servers and networking equipment as long as vendor support is maintained. Excludes major version or release upgrades that require reconfiguration.
- Third Party Software - Management and maintenance of other Operating Systems and third-party software, as long as vendor support contracts are maintained.
- Antivirus - Five Nines antivirus will be provided for all Windows-based servers, workstations, and laptops. Management of the antivirus software and updates to the software will be covered as part of this agreement.

Description	Qty	Recurring	Ext. Recurring
<p>Five Nines Complete Support</p> <p>Five Nines will negotiate lowering the monthly Managed Service Agreement upon the hiring of an EMS/Tier I position within Keith County. Based on the EMS/Tier I person's resources and abilities, the monthly price is to be determined after the skill set and responsibilities of the EMS/Tier I person is determined. The contract could extend through June 30, 2018 after review from both parties.</p> <p>With the agreement beginning on April 14, 2017, the month of April 2017 will be prorated.</p>	1	\$4,360.00	\$4,360.00
		Recurring Subtotal	\$4,360.00



Five Nines Backup Solution

- Backups are taken every hour from 8am to 6pm (customizable). Many other backup solutions run only once a day, late in the evening. That spreadsheet you started at 8am, finished at 11, and then accidentally deleted over lunch is protected under the Five Nines solution
- These hourly backups are light on resource usage, and finish quickly, making them a great fit for use during the day, where a traditional backup would cause servers, workstations, and network to slow down for hours (hence why they run late at night)
- The Five Nines solution is image-based. An entire snapshot of your machine is taken, facilitating a rapid restore of the fully-functioning computer in the event of a major problem, even when restoring to different hardware or to a virtual environment.
- Five Nines has developed a central monitoring solution to obtain granular information about the state of backups, enabling quick identification and remediation of any issues
- Backup software on all specified servers and workstations
- Backup maintenance and monitoring
- Updates to backup software
- Data recovery: Five Nines will maintain a minimum of two weeks of data from local as well as offsite repository, if applicable
- Secure location where offsite backups will be replicated, if applicable

* Five Nines Backup Solution does not include labor to perform restorations; any data restoration will be performed at an hourly rate.

** Critical data should never be kept solely on a mobile device such as a laptop or smart phone. Mobile devices should only be accessing data being backed up on a server platform.

Description	Qty	Recurring	Ext. Recurring
Physical Server Backups	7	\$20.00	\$140.00
		Recurring Subtotal	\$140.00

Keith County



Renae Zimmer

Prepared by:
Five Nines Technology Group, Inc.
 Renae Zimmer
 308-455-4003
 renae.zimmer@gonines.com

Prepared for:
Keith County
 411 E 2nd Street
 Ogallala, NE 69153
 Caleb Johnson
 calebjohnson@actcjet.net

Quote Information:
Quote #: 029941
 Version: 1
 Delivery Date: 03-29-2017
 Expiration Date: 06-30-2017

Recurring Expense Summary

Description	Amount
Five Nines Complete Support	\$4,360.00
Five Nines Backup Solution	\$140.00
Recurring Total	\$4,500.00

Term Options

Description	Billing Cycle	Payments	Amount
Term Options			
April 14, 2017 to June 30, 2017	Monthly	3	\$4,500.00

Keith County

Signed

Name

Caleb Johnson

Title

Chairman

Date

March 29, 2017

Five Nines Technology Group, Inc.

Signed

Name

Renae Zimmer

Title

Account Executive

Date

March 29, 2017



Overview

The purpose of this Network Assessment is to gain a clear understanding of the existing IT environment and identify current network and systems health.

Proposed Solution Overview

Five Nines will provide Keith County with an assessment of their Windows server environment, network infrastructure, and endpoint environment. Five Nines will deliver a set of recommendations based on the information gathered during the assessment.

Assessment Includes

Scanning the network with Network Detective to determine existing risks and documenting the environment. Finding stale user accounts, providing a list of stale users, and disabling users at Keith County's discretion. Configuring servers and networking equipment to industry best practices, and providing a network topology diagram.





Financial Summary-Schedule "A"

Network Assessment Cost: \$1,000 (plus tax)

- * Assessment and remediation plans will be completed within a 60 day time frame from date of signing.
* Contract quote, pricing, and solutions are valid for 30 days from the date above first written
* Recommendations will be based on industry standards, vendor best practices, and knowledge base of Five Nines.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

Five Nines Technology Group

Signature: [Handwritten Signature]
Print Name: Joel Friesen
Title: President
Date: 5/10/17

Keith County

Signature: [Handwritten Signature]
Print Name: Caleb W. Johnson
Title: Chairman
Date: Apr 5, 2017





AGREEMENT
(Terms and Conditions)

Five Nines Technology Group, Inc., a Nebraska Corporation ("FIVE NINES") has agreed to provide to (Keith County) ("CLIENT") informational technology services as identified and described in the written service description documentation provided and agreed to by the Client. The service description documentation together with these Terms and Conditions are collectively referred to as the "Agreement".

1. Services to be Provided. FIVE NINES shall provide to CLIENT those services described in the service description documentation together with any commercially reasonable incidental services required to perform those services collectively, the "Services". FIVE NINES may amend and update at any time the CLIENT'S service description to reflect the actual services being provided to the CLIENT by FIVE NINES. Any modified service description, when described in and invoiced by FIVE NINES and paid by the Client, shall constitute an approved amendment to this Agreement as described in the invoice.

2. Fees. CLIENT shall pay FIVE NINES the fee for the Services as provided for in the Schedule "A" Financial Summary or as amended in any invoice. All invoices are due and payable upon as per invoice terms.

3. Term. This Agreement shall commence on the later of the date provided for in Schedule "A" or the date that both parties have signed and shall remain in effect until cancelled by either party.

4. Confidentiality. CLIENT acknowledge and agrees that FIVE NINES may access any information (including personal information) contained in CLIENT'S IT environment in connection with the performance of the Services. FIVE NINES will handle the information that it may access in connection with the performance of the Services in a confidential manner and as provided for in the service description documentation.

5. Cooperation of CLIENT. CLIENT will allow FIVE NINES to use CLIENT'S machines, communications facilities, features and other equipment at no charge, as in the reasonable opinion of FIVE NINES and CLIENT, are necessary in order to enable FIVE NINES to perform the Services.

6. Limitation of Liability. Limitation of Liability. FIVE NINES liability to CLIENT for any claim shall be limited to those claims that are covered through its "Insurance Policies" in effect at such time of a claim.

Commercial General Liability:
General Aggregate Limit - \$2,000,000
Products/Completed Operations Aggregate - \$2,000,000
Each Occurrence - \$1,000,000
Personal and Advertising Injury - \$1,000,000

Business Automobile:
Each Occurrence - \$1,000,000

Workers' Compensation:
Employers Liability
Bodily Injury by Accident - \$500,000 Each Accident
Bodily Injury by Disease - \$500,000 Policy Limit
Bodily Injury by Disease - \$500,000 Each Employee

Excess and Umbrella Liability:
Aggregate Limit - \$2,000,000
Products/Completed Operations Aggregate - \$2,000,000
Each Occurrence - \$2,000,000
Personal and Advertising Injury - \$2,000,000

Information and Network Technology Liability:
Aggregate - \$2,000,000

FIVE NINES will name Client as an additional Insured on their Commercial General Liability Insurance. FIVE NINES agrees that it will not reduce Insurance coverage during the term of this agreement without at least thirty (30) days prior notice to the CLIENT. EXCEPT AS EXPRESSLY COVERED BY THE INSURANCE POLICIES, FIVE NINES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE INCURRED OR SUFFERED BY CLIENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF REVENUE, LOSS OF INCOME, OR LOSS OF BUSINESS ADVANTAGE. CLIENT acknowledges that it has the opportunity to review the foregoing with FIVE NINES and that the foregoing is a material condition of FIVE NINES entering into this agreement.