

COASTAL MISSISSIPPI BOARD MEETING
February 24, 2022
OFFICIAL MINUTES

The Coastal Mississippi Board met Thursday, February 24, 2022, at 3:00 p.m. in the Coastal Mississippi Boardroom located at 2350 Beach Blvd., Suite A, Biloxi, MS 39531.

Commissioners Present: Jim Williams, Treasurer; Richard Marsh, Secretary; Ann Stewart; Bill Holmes; Blaine LaFontaine; Danny Hansen; Jackie Avery, Jr., Janet McMurphy; Jerry St. Pé; Jimmie Ladner; Nikki Moon; Rusty David

Commissioners Absent: Brooke Shultz, President; Kim Fritz

Staff Members Present: Judy Young, Executive Director; Pam Tomasovsky, Director of Finance & Employee Relations Director; Pattye Meagher, Director of Communications & Engagement; Karen Conner, Director of Marketing; Kris Abbott, Director of Sales; Janice Jones, CRM/CMS Executive

Others Present: Hugh Keating, Legal Counsel; Coastal Mississippi Advisory Members: Gloria Frey, Coast Coliseum, Mike Davis, IP Resort & Spa

Treasurer Jim Williams called the meeting to order.

1. Commissioner Marsh made the motion to amend the agenda to add a Hotard Coaches, Inc. Agreement for services related to a Group Travel Leader FAM tour in April. Seconded by Commissioner Cronin, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

2. Commissioner Hansen made the motion to approve the meeting minutes from the January 8th, 2022, Special-Call Meeting minutes and the January 25, 2022 Monthly Board Meeting as presented. Seconded by Commissioner Moon, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

3. Commissioner Hansen made the motion to approve the additional support for Signature Event: Billfish Classic by supporting the Derrick Gainey Content Creation Package, including video display board, in the amount of \$20,000. Seconded by Commissioner Holmes, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

4. President's Report:

+ Treasurer Williams deferred to Executive Director Young to bring an update to the Board's attention regarding the Wayfinding Grant. Executive Director Young reported Coastal Mississippi offices were notified by the Mississippi Department of Environmental Quality the funding from the U.S. Treasury for the Wayfinding Grant had been released to the MDEQ offices and were in the phase of sub awarding to Coastal Mississippi. There will be an assessment conducted by MDEQ and a grand administrator will need be chosen from the RFP process completed in January. Staff will form a touch base meeting with other Coastal Mississippi entities also going through the Wayfinding process.

5. Executive Director Report:

- + The Allegiant Airlines Nonstop service to/from Gulfport-Biloxi International Airport (GPT) and Orlando Sanford International Airport will begin again on May 18th and announcements will be made in cooperation with GPT.
- + The Longwoods Return on Investment Study is underway and there will be a more thorough update at the next meeting.
- + Gaming room reservations and Average Daily Rate is up well over 30%. Leisure room rates and Average Daily Rate and Occupancy Tax is up between 14% and 20% depending on which segment you look at.
- + We are looking at a product called Buxton that can change how we allocate money for studies and research that will give us real-time and historical data back to 2019 based on a geo-fence. It will be presented for approval in March.
- + We held our Q2 Marketing Meeting and it went really well.
- + Judy will be attending the Kraft Brew event at the Walter Anderson Museum.
- + Communications has done a great job with coverage from AAA and Distinctive Romantic Hotels. We were in the 365 Atlanta Traveler 25 All-Time Best Things to do in Mississippi. Roadtrippers also reported on the Walter Anderson Museum.
- + Sales & Sports List of Events, providing some support to the Harrison County Horseshow
- + Traditional Sales: In booking production we had 1,985 delegates in January with a \$113,000 economic impact. We had 2900 rooms give or take with a \$685,000 economic impact. The previous six months we had 4,100 room nights with an economic impact of \$960,000.
- + Executive Director Young then discussed the great relationship with Mississippi Gulf Coast Convention & Coliseum and asked advisory member Gloria Frey to give a report on flipping the building with all the recent events.

Commissioner Williams asked Pam Tomasovsky, Director of Finance and Employee Relations, to give the financial report, including Occupancy Tax history.

6. Commissioner Holmes made the motion to approve the Financial Statements as of March 31, 2022.

Seconded by Commissioner Hansen, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Commissioner Williams declared the motion adopted February 24, 2022.

7. Commissioner Hansen made the motion to ratify the check/EFT disbursements on the Operating Account totaling \$374,291.88. Seconded by Commissioner Marsh, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

8. Commissioner Moon made the motion to ratify the expenses paid by Check/EFT on the Grant Account in the amount of \$2,776.24. was returned to the State of Mississippi for unused Tourism Recovery Fund activity.

Seconded by Commissioner Marsh. Treasurer Williams called the question, with the following:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

9. Commissioner Moon made the motion to ratify the expenses paid by credit card totaling \$9,540.11.

Seconded by Commissioner Marsh, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted --- Yes	Commissioner LaFontaine	Voted --- Yes
Commissioner Cronin	Voted --- Yes	Commissioner Marsh	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner McMurphy	Voted --- Yes
Commissioner Hansen	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner Fritz	Voted --- Absent	Commissioner St. Pé	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Stewart	Voted --- Yes
Commissioner Ladner	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

Director Tomasovsky reported the Occupancy Tax for the first quarter was \$1.3 Million which is 20% over prior year and 34% over prior two-year average.

10. Commissioner McMurphy gave an update from the Bylaws Committee meetings. The committee has met a couple of times and has reviewed the current Bylaws with minor recommendations. The committee will also be reviewing the Governance documents and County Operating Agreements and will bring recommendations to the Board at another meeting date.

Coastal Mississippi legal counsel, Hugh Keating, gave report on the following items:

11. Commissioner Ladner made the motion to approve the M2 Media Renewal Agreement as presented. Seconded by Commissioner Moon, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

12. Commissioner Hansen made the motion to approve the Rapiscan Agreement as presented. Seconded by Commissioner Marsh, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

13. Commissioner McMurphy made the motion to approve the Digital Network Solutions Agreement as presented. Seconded by Commissioner Hansen, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

14. Commissioner Holmes made the motion to approve the Hollywood Casino Rooming Agreement for the Group Travel Leader Familiarization Tour. Seconded by Commissioner Hansen, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

15. Commissioner Holmes made the motion to approve the Marriot Gulfport Beachfront Rooming Agreement for the Group Travel Leader Familiarization Tour. Seconded by Commissioner Marsh, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

16. Commissioner Hansen made the motion to accept the Hotard Coaches, Inc. Agreement for the Group Travel Leader Familiarization Tour as presented. Seconded by Commissioner Ladner, Treasurer Williams called the question, with the following results.

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

17. Old Business: None. No action taken.

18. New Business: None. No action taken.

19. Commissioner Moon made the motion to enter Closed Session to discuss the need to go into Executive Session. Seconded by Commissioner McMurphy. Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

20. Commissioner McMurphy made the motion to exit Closed Session and reconvene in Open Meeting. Seconded by Commissioner LaFontaine, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

21. Commissioner Stewart made the motion to enter Executive Session for the purposes of discussing personnel matters related to employee agreements and updates on other personnel matters. Seconded by Commissioner LaFontaine, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

22. Commissioner Holmes made the motion to exit Executive Session and reconvene in Open Meeting. Seconded by Commissioner Hansen, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, Treasurer Williams declared the motion adopted February 24, 2022.

Legal Counsel stated there was no action taken in Executive Session.

23. Commissioner Holmes made the motion to accept the amended employee agreement for Zachary Holifield, Director of Leisure Business Development. Seconded by Commissioner Hansen, Treasurer Williams called the question, with the following result:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted February 24, 2022.

24. Commissioner Holmes made the motion to adjourn the meeting. Seconded by Commissioner Moon, Treasurer Williams called the question, with the following results:

Commissioner Avery, Jr.	Voted ---- Yes	Commissioner LaFontaine	Voted ---- Yes
Commissioner Cronin	Voted ---- Yes	Commissioner Marsh	Voted ---- Yes
Commissioner David	Voted ---- Yes	Commissioner McMurphy	Voted ---- Yes
Commissioner Hansen	Voted ---- Yes	Commissioner Moon	Voted ---- Yes
Commissioner Fritz	Voted ---- Absent	Commissioner St. Pé	Voted ---- Yes
Commissioner Holmes	Voted ---- Yes	Commissioner Stewart	Voted ---- Yes
Commissioner Ladner	Voted ---- Yes	Commissioner Williams	Voted ---- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted February 24, 2022.

PUBLIC MEETING NOTICE



The Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi will hold its Monthly Board meeting for the purposes of the following:

Thursday, February 24, 2022

3:00pm-5:00pm

**Coastal Mississippi Board Room
2350 Beach Blvd, Suite A
Biloxi, MS 39531**

AGENDA

**Coastal Mississippi
Monthly Board Meeting
Monthly Meeting February 24
Thursday, February 24, 2022, 3:00 pm - 5:00 pm
Coastal Mississippi Board Room**

- A. Call to Order
- B. Acceptance of Agenda - *Action Requested*
- C. Consent Agenda- *Action Requested*
 - 1. Special-Call Meeting Minutes- January 8, 2022 -*Action Requested*
 - 2. Board Meeting Minutes- January 25, 2022- *Action Requested*
 - 3. Peter Mayer - Presenting DEI Creative Scripts-*Action Requested*
 - 4. Billfish Classic Additional Support Request- *Action Requested*
- D. President's Report- Treasurer Jim Williams presiding in President Brooke Shultz absence
 - 1. Welcome All Advisory Members and Guests
 - 2. Update on Wayfinding Funding Progress
- E. Executive Director Report- Judy Young
 - 1. Department Monthly Status Reports- Informational Only
 - a. Marketing Department Status Report
 - b. Communications & Engagement Department Status Report
 - c. Sales Meetings & Sports Department Status Report

 - d. Leisure Business Department Status Report
 - e. Finance & Employee Relations Department Status Report
- F. Finance Report -Treasurer Jim Williams
 - 1. Financial Statements - *Action Requested*
(*Balance Sheet/Revenue & Expenses*)
 - 2. Disbursements Ratification Letter

- a. Expenses paid by Check/EFT on Operating Account -Action Requested
- b. Expenses paid by Check/EFT on Grant Account -Action Requested
- c. Expenses paid by Credit Card - Action Requested
- 3. Occupancy Tax History
(Consolidated and By County)
- 4. Additional Finance Documents *(Informational Purposes Only)*
- G. Bylaws Committee Report - Commissioner McMurphy
- H. Legal
 - 1. M2 Media Renewal Agreement - Action Requested
 - 2. Rapiscan Agreement - Action Requested
 - 3. Digital Network Solutions Agreement- Action Requested
 - 4. Hollywood Casino Rooming Agreement-Action Requested
 - 5. Courtyard by Marriot Gulfport Beachfront Rooming Agreement-Action Requested
- I. Old Business
- J. New Business
- K. Executive Session - Action Requested
- L. Reminders > **Coastal Mississippi Monthly Board Meeting Thursday, March 31, 2022 (3:00pm-5:00pm) Coastal Mississippi Boardroom**
- M. Adjourn - Action Requested
- N. Key Performance Indicators *(Information Purposes Only)*

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between M2 Media Corp., hereinafter referred to as M2, and the Mississippi Gulf Coast Regional Convention and Visitors Bureau, hereinafter referred to as COASTAL MISSISSIPPI, as follows, to wit:

WHEREAS, M2 has published DISCOVER Coastal Mississippi since 2015, a unique, sole source, high quality quarterly magazine that provides valuable information about the character, culture, customs, restaurants, hotels, motels, beds and breakfasts, events, attractions, resources and amenities of the Mississippi Gulf Coast region to guide and assist newcomers and visitors; and,

WHEREAS, M2 produces and publishes DISCOVER Coastal Mississippi as a comprehensive magazine to guide and assist newcomers and visitors to the Mississippi Gulf Coast region; and,

WHEREAS, M2 agrees to include design and content in DISCOVER Coastal Mississippi that will assist in efforts to advertise, promote, market and bring into favorable notice conventions, attractions, events and tourism opportunities on the Mississippi Gulf Coast; and,

WHEREAS, COASTAL MISSISSIPPI finds that DISCOVER Coastal Mississippi is a unique, sole source publication that will benefit the Mississippi Gulf Coast Regional Convention and Visitors Bureau in its efforts to advertise, promote, market and to bring into favorable notice the conventions, attractions, events and tourism opportunities on the Mississippi Gulf Coast for COASTAL MISSISSIPPI; and,

WHEREAS, COASTAL MISSISSIPPI possesses the ability to provide assistance with the editorial and content of DISCOVER Coastal Mississippi.

NOW, THEREFORE, in consideration the mutual benefits set forth herein, M2 and COASTAL MISSISSIPPI hereby agrees as follows:

1. COASTAL MISSISSIPPI is granted the right to produce and publish a Welcome Letter not to exceed 150 words in length for inclusion in each quarterly issue of DISCOVER Coastal Mississippi.
2. The brand logo of COASTAL MISSISSIPPI will be included on each front cover of DISCOVER Coastal Mississippi and in strategic areas throughout each issue based on mutual agreement of the parties hereto.
3. COASTAL MISSISSIPPI is granted the right to produce and publish an editorial article relative to one or two branding stories for inclusion in each issue.
4. COASTAL MISSISSIPPI will assist M2 by providing accurate information for sections of DISCOVER Coastal Mississippi that include listings of lodging accommodations,



shopping, casinos, night life activities, golf, dining, attractions and other amenities.

5. COASTAL MISSISSIPPI will provide M2 its monthly, quarterly and annual calendar of events and listings related thereto for inclusion in each issue.
6. M2 will create a digital edition of DISCOVER Coastal Mississippi at the time of publication of each issue and M2 will provide a link for the COASTAL MISSISSIPPI website, COASTALMISSISSIPPI.COM.
7. M2 Media will provide up to 10,000 copies of each issue of DISCOVER per quarter based on seasonal demand. These copies are for use in office, fulfillment and travel show marketing materials.

The rates per copy per quarter are based on page counts: (2,000 minimum per quarter)

116 pages	132 pages	148 pages	164 pages
\$1.25/copy	\$1.100/copy	\$1.00/copy	.900/copy

8. COASTAL MISSISSIPPI will assist M2 Media in providing regional casinos, hotels and condos with up to 10,000 copies per quarter for placement in room or in lobbies or on front desk areas to reach visitors. This will include a distribution agreement with the Mississippi Hotel & Lodging Association. The fees per issue are based on a constant amount of \$3,400 per quarter paid by Coastal Mississippi.
9. COASTAL MISSISSIPPI agrees to display the link to the DIGITAL edition of DISCOVER and Jackpot! Magazines in a prominent place on their website.
10. COASTAL MISSISSIPPI agrees to assist M2 Media in promoting DISCOVER to their partners in an effort to grow advertising revenues. Coastal Mississippi will send out an e-blast with information provided by M2 including a media kit to industry partners, 60-days prior to deadline to alert & attract advertising support.
11. M2 agrees to print and distribute up to 100,000 annual copies of DISCOVER Coastal Mississippi in racks, businesses, welcome centers, etc., throughout the three coastal counties of Hancock, Harrison and Jackson Counties in Mississippi, except in the case of a natural disaster or global pandemic that could cause a dramatic decrease in visitation.
12. M2 Media agrees to use "Mississippi Gulf Coast" Facebook, Instagram & Twitter to push content and to reach a larger digital audience. M2 Media would offer Coastal Mississippi greatly discounted advertising rates for any social media promotions. M2 Media also agrees to share Coastal Mississippi social media posts on their Mississippi Gulf Coast Facebook, Twitter and Instagram accounts, totaling nearly 100,000 followers.



13. M2Media agrees to forebear and refrain from and to prohibit advertising in DISCOVER or the MISSISSIPPI GULF COAST social media platforms of Facebook, Instagram or Twitter, by any individual or business related to or including, but not limited to, the following: hotels, motels, vacation rentals, bed and breakfasts, RV parks, restaurants, lounges, bars, attractions, museums, galleries, golf clubs and courses, fishing charters, water -related activities, events of any type or nature, recreational or sporting activities or any other property, activity or event that is located, held or to occur outside of the lower six counties in the state of Mississippi.

M2 hereby acknowledges and agrees that the production, publication and distribution for DISCOVER Coastal Mississippi is the sole and absolute responsibility of M2 and that nothing contained herein shall be construed to create a partnership or joint venture agreement by or between M2 and COASTAL MISSISSIPPI related to the production, publication and distribution of DISCOVER Coastal Mississippi.

M2 hereby agrees to indemnify and hold harmless COASTAL MISSISSIPPI for any and all claims, demands, charges, liabilities and damages of any type or nature what so ever arising out of or in any way related to the design, production, publication or distribution of DISCOVER Coastal Mississippi.

The parties hereto understand and agree that this MEMORANDUM OF UNDERSTANDING is for an initial term of one (1) year from and after the effective date of approval hereof by COASTAL MISSISSIPPI, which effective date shall be nunc pro tunc from February 21, 2021, (herein Initial Term), and that this Agreement shall be automatically renewed and extended for up to two (2) consecutive terms of one (1) year each (herein Renewal Terms), following the Initial Term of this Agreement, unless written notice of intent not to renew is provided by COASTAL MISSISSIPPI to M2 Media not less than sixty (60) days prior to the anniversary of the Initial Term or any Renewal Term hereof.

WITNESS OUR SIGNATURES, THIS THE 24th day of February, 2022.

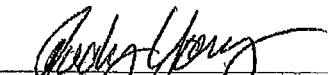
M2 MEDIA CORP.

By: 

Title: PRESIDENT & PUBLISHER

M2 MEDIA CORP

Mississippi Gulf Coast Regional Convention
and Visitors Bureau dba COASTAL MISSISSIPPI

By: 

Title: Eric Director



2022 SPONSORSHIP AGREEMENT

3/7/2022

THIS SPONSORSHIP AGREEMENT is made effective the _____ day of February 2022, by and between Coastal Mississippi ("Sponsor"), and Mississippi Gulf Resort Classic Foundation, Inc. ("Host" or "Host Organization"), a Mississippi not-for-profit corporation and charitable organization recognized under Section 501(c)(3) of the Internal Revenue Code. Host Organization will operate a PGA TOUR Champions official event known as the Rapiscan Systems Classic ("Tournament") on March 28 – April 3, 2022 at Grand Bear Golf Club ("Venue").

BACKGROUND

WHEREAS, Sponsor has agreed to purchase certain benefits at the Tournament ("Tournament Rights and/or Benefits") from Host Organization in exchange for the amount of consideration outlined herein. Sponsor and Host Organization desire to enter into this Agreement to identify the Tournament Rights and Benefits to be purchased from Host Organization and to set forth the other agreements between Sponsor and Host Organization with respect thereto.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties hereby agree as follows:

- I. The "Term" of this Agreement shall commence upon execution by both parties and shall terminate upon conclusion of the 2022 tournament.
- II. In consideration for the Tournament Benefits listed in Exhibit A, Sponsor shall pay to Host Organization a total annual Sponsorship Investment of \$50,000 NET ("Sponsorship Investment").

III. Sponsor agrees to remit payment to Host Organization upon receipt of invoice or as otherwise agreed on Exhibit A. Notwithstanding the foregoing, in the event Exhibit A specifies a different timeline for payment, Exhibit A shall control. In the event Sponsor does not make any payment within 30 days of the date payment is due, or in the event Sponsor fails to perform any other obligations hereunder, Host Organization may immediately terminate this Agreement and its obligations hereunder without further notice to Sponsor.

IV. This Agreement shall be binding on the parties and their successors. Sponsor may not assign this Agreement or its duties and obligations hereunder without the prior written consent of Host Organization. This Agreement may be assigned in whole or in part by Host Organization in its sole discretion and without consent of Sponsor.

V. Sponsor acknowledges that the conduct of the Tournament is governed by the rules, regulations; policies and procedures of the PGA TOUR, Inc., and that Sponsor and all other parties shall be bound by and shall fully comply with such rules and regulations.

VI. To the extent permitted by Mississippi law, each party (the "Indemnifying Party") hereby covenants and agrees to indemnify and hold the other party (the "Indemnified Party") and its officers, directors, employees and affiliated entities, and their respective officers, directors and employees (together with the Indemnified Party, the "Indemnitees") harmless from and against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands or liabilities (including without limitation reasonable counsel fees whether incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings) (collectively, "Claims"), joint or several, to which any of the Indemnitees may become subject on account of any material breach or nonperformance by the Indemnifying Party of any of its obligations, representations or warranties under this Agreement. Notwithstanding any provision to the contrary, no party is assuming any joint and several liability, and no party is indemnifying any other party, including their respective officers, directors, employees and affiliated entities, for any liability arising out of the breach or nonperformance by another party of any of its obligations, representations or

warranties under this Agreement or for any lost profits, special, incidental, consequential or indirect damages.

Host agrees to indemnify, hold harmless and defend Sponsor and its directors, officers, shareholders, and affiliates from and against any and all Claims arising as the result of (i) any negligence or willful misconduct on the part of Host, its employees, agents or subcontractors, (ii) any judgment or finding or any demand, assertion or claim, that any intellectual property furnished, used or created by Host in connection with this Agreement infringes upon any patent, copyright, and/or trademark, or any other enforceable proprietary or intellectual property rights of any third party or parties, (iii) any violation by Host or any of its subcontractors of applicable law, and (iv) any claim made by any participants for the payment of any prize money.

To the extent permitted by Mississippi law, Sponsor agrees to indemnify, hold harmless and defend Host and its directors, officers, shareholders, and affiliates from and against any and all Claims arising as the result of (i) any negligence or willful misconduct on the part of Sponsor, its employees, agents or subcontractors, and (ii) any judgment or finding or any demand, assertion or claim, that service marks furnished to Host in connection with this Agreement infringe upon any patent, copyright, and/or trademark, or any other enforceable proprietary or intellectual property rights of any third party or parties.

The provisions of this Section VI shall survive the expiration or earlier termination of this Agreement.

VII. The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, labor disturbances, public enemy, war, landslides, explosions, epidemics, pandemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction and any other similar circumstances beyond the reasonable control of Host. Neither Sponsor's lack of funding nor general economic and/or market conditions/factors are Force Majeure events. Sponsor acknowledges and agrees that the Tournament may be cancelled or rescheduled as a result of a

Force Majeure event or as may be permitted in the agreement between Host and PGA TOUR Inc., and that Host shall have no liability in the event of such cancellation. In such event, Sponsor will pay only those costs already incurred or irrevocably committed to as a result of Host's intended provision of the Tournament Rights & Benefits section set forth in Exhibit A hereto and shall be refunded the remaining Sponsorship Investment.

VIII. This Agreement constitutes a financial or monetary sponsorship only by Sponsor. Except as otherwise stated herein, no ownership or further responsibility on the part of Sponsor is implied or intended.

IX. Sponsor shall not use any Tournament name, service mark, or logo without Host Organization's prior written approval.

X. Sponsor shall reimburse Host for any and all costs and other expenses, including reasonable attorney's fees, together with all court costs and other expenses, paid or incurred by Host in connection with the collection of any Sponsorship Investment or the enforcement of Sponsor's commitments and obligations hereunder to the extent Host is successful.

XI. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the party set forth below:

Sponsor: Coastal Mississippi
ATTN: Karen Conner
2350 Beach Blvd, Suite A
Biloxi, MS 39531

Host: UPS/FedEx
Mississippi Gulf Resort Classic Foundation, Inc.
ATTN: Stephen Schoettmer, Tournament Director
917 Howard Avenue
Biloxi, MS 39530

USPS
Mississippi Gulf Resort Classic Foundation, Inc.
ATTN: Stephen Schoettmer, Tournament Director
P.O. Box 7362
D'Iberville, MS 39540

XII. Sponsor shall not assign this Agreement or its duties and obligations hereunder without the prior written consent of Host. This Agreement may be assigned in whole or in part by Host at its sole discretion.

XIII. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy of other facsimile transmission of any signature shall be deemed an original and shall bind such party.

XIV. This Agreement shall be governed by and construed in accordance with the laws of Mississippi and is executed in the First Judicial District of Harrison County. No amendment to this Agreement shall be effective unless in writing and executed by all parties. This Agreement shall not constitute a partnership, joint venture, employee-employer, agency, or confidential relationship.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

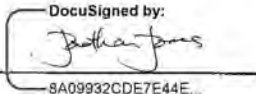
SPONSOR: Coastal Mississippi

By: Judy Young

Name: Judy Young

Title: Exec Director

HOST: Mississippi Gulf Resort Classic Foundation, Inc.

By:  DocuSigned by:
Jonathan Jones
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Jonathan Jones

President, Board of Directors

EXHIBIT A – Tournament Rights & Benefits

Host Organization to Provide:

Tournament Related Exposure/Advertisement

- Logo inclusion, where applicable, in local/regional Tournament TV advertisements, digital, social media, e-blast, website, etc.
- Additional sponsored posts on official Rapiscan Systems Classic social media channels
- Logo recognition on on-course tournament signage
- One (1) tee back sign & one (1) hole sign
- Prominent visibility and invitations, as applicable, to all local tournament-related events, press conferences and awards ceremonies held throughout the calendar year
- Visibility and opportunity for inclusion in our Tournament Media/Preview Day

Television Exposure

- One (1) on-air tourism-focused interview during Saturday's telecast, pending Golf Channel & PGA TOUR Entertainment's approval
- "Beauty shots" and talking points that Golf Channel will be encouraged to use during the telecast to promote Coastal Mississippi

Entertainment and Hospitality

- Four (4) playing positions in the Wednesday Pro-Am at Grand Bear Golf Club, March 30
- Four (4) playing positions in the C Spire Pro-Am at Grand Bear, March 31
 - Each playing position to receive:
 - Valet Parking & Admittance to the Clubhouse on Pro-Am day
 - Breakfast and/or lunch and on-course refreshments on Pro-Am day
 - Pro-Am gift package & souvenir photo of team and professional
 - One (1) invitation for two (2) to the Pairings Party on Tuesday, March 29
 - Pro-Am credentials valid for grounds admission, Friday – Sunday
- Two (2) honorary observer positions each day of competition (Friday – Sunday)
- Four (4) tickets per day to the Oyster Lounge (Friday – Sunday)
- Two (2) preferred parking passes per day (Friday – Sunday)

Sponsor to Provide:

- A total annual cash sponsorship fee in the amount of \$50,000 NET

In-Kind Support

- Sponsor to assist in Tournament promotion through all the organization's social, marketing and advertising outreach in March 2022
- Sponsor to support Tournament by highlighting a "Things to Do" page on the official website to share with visitors who travel to destination for Tournament week

Coastal Mississippi IT Support Agreement

February 7th 2022

Confidentiality Notice

This Proposal is intended exclusively for the individual or entity to which it is addressed. This Proposal contains information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this document or any part of it. If you have received this Proposal in error, please notify the sender immediately and dispose all copies. This Proposal is for informational purposes only in as much as to make an informed decision. (Digital Network Solutions, LLC) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, not specifically included in this proposal.

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DNS Company Introduction

Digital Network Solutions, LLC has been providing IT services for the Gulf Coast and beyond since 1995. We service all industries, but specialize in Healthcare, Legal, Financial, Real Estate and Professional Service industries. We believe that our service level, responsiveness, and communication with our clients differentiate us from other providers. DNS has 12 technicians dedicated to serving our clients. Our technician's average tenure is 8 years with little turn over. Due to our commitment to our clients, we offer our services to our clients on flexible terms with monthly payment options including hourly, block hour and managed services offerings. On behalf of the staff at DNS we appreciate your consideration of the following proposals and look forward to working with you!

Thank you,

Austin Curry
Director of Operations

SLA Introduction

Company: Digital Network Solutions, LLC ("DNS") ("Company") ("Service Provider")

Company Address:

Client Name: Coastal Mississippi ("Client")

Client Address:

Effective Date: 02/01/2022 ("Effective Date")

This Service Level Agreement ("SLA" or "Agreement") by and between Client Name, herein referred to as Client or the Client, and DNS hereinafter referred to as Service Provider or the Service Provider, each as identified above and located at the indicated addresses, is effective as of the date specified above. Additionally, this Agreement will not supersede any current processes, procedures or agreements unless stated explicitly herein.

WHEREAS, Service provider is a provider of Information Technology Services Solutions;

WHEREAS, Client desires to contract with Service Provider for the provision of the Service Provider Information.

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Period of Service and Automatic Renewal

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of thirty six (36) months at pricing consistent with rates established in section 1.0 coverage summary. CLIENT and Service Provider reserve the right to review this agreement annually and assess its success. Any necessary changes to the term predicated on assets will be made to agreement Addendums as needed and represented by addendum.

This Agreement shall not renew automatically at the end of the initial term, but may be extended based upon mutually acceptable terms to be set forth in an addendum hereto at least thirty (30) days prior to the expiration of the initial term, unless Service Provider or the Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. Renewal pricing will remain consistent with rates established in section 1.0 Coverage Summary.

Limitation of Liability

Service Provider agrees to indemnify, defend, and hold Client and its successors, officers, directors, commissioners, agents, representatives and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out, or in connection with, any breach of this Agreement by DNS including, but not limited to, any breach of confidential information.

The Service Provider shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of the Service Provider.

The total liability of the Service Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by the Client.

Modification or Termination of Agreement

The Service Provider reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, and service enhancements.

The Client may request, in writing to the Service Provider, modifications to this agreement (or any portion thereof). The Service Provider will implement any reasonable requested modifications within 30 days of receiving such written request from the Client.

The Service Provider reserves the right to refuse or suspend service under this Agreement in the event Client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

This Agreement may be terminated by the Client upon thirty (30) day's written notice if the Service Provider:

- I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within fifteen (15) days of receipt of such written notice.

- II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

In addition to the foregoing, either Party may terminate this Agreement for any reason upon ninety (90) days written notice to the other Party.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client data and information stored on DNS-owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

Terms of Service

The headings within this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between Client and Service Provider for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. The Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, the Client will not recruit or hire any employee, agent, representative or subcontractor of The Service Provider, nor will the Client directly or indirectly contact or communicate with the Service Provider's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than the Service Provider; or (b) to provide services to the Client or any other person, firm or entity except as an employee or representative of the Client. The Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, the Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

To the fullest extent permitted by law, the Service Provider disclaims all warranties, express, implied, or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Service Provider does not warrant that use of software or products furnished by the Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Confidentiality & Non-Disclosure

The Service Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services. Service Provider acknowledges that through its relationship with Client, service provider may become aware Confidential Information or trade secrets proprietary to Client. Service Provider agrees to protect and not to disclose or otherwise make available Client's Confidential Information and/or trade secrets. Service Provider shall take appropriate action by instruction, agreement, or otherwise with any respect to Service Provider's employees who are permitted to access Client's Confidential Information and trade secrets. In order to fulfill Service Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Service Provider and not released to third parties without written consent from the Client.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by Client, or received by Service Provider by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of DNS, (iii) was in the possession of Service Provider in a non-confidential basis prior to its disclosure, (iv) was disclosed to Service Provider by a third party not reasonably known by Service Provider to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of Client.

Client through its relationship with Service Provider may become aware of confidential information pertaining to Service Provider, processes, procedures, policies, rates and costs, methods, software or vendors used, confidential information and/or trade secrets. Client agrees that none of the above or related information about service provider will be provided to third parties.

2.8 Coverage Summary

	Quantity	Unit Price	One-Time	Line Total
Digital Network Solutions Monthly Support Service				
<i>DNS Monthly IT Support Per User</i>	17	\$152		\$2584
<i>Remote Helpdesk Services</i>	Included	Included		
<i>Onsite Support Services</i>	Included	Included		
<i>Workbench Repair Services</i>	Included	Included		
<i>System Engineer Solutions & services</i>	Included	Included		
<i>IT Policy Management Consulting</i>	Included	Included		
<i>IT Asset Management and Procurement Services</i>	Included	Included		
<i>Vendor Management</i>	Included	Included		
<i>Network Attached Peripherals Management (Printers, postage meters, time clocks, etc.)</i>	Included	Included		
<i>Virtual CIO services</i>	Included	Included		
DNS Productivity & Security Solution	22			
<i>DNS Remote Management & Monitoring Agent for Workstations</i>	Included	Included		
<i>Automated Maintenance with Workstation Performance Optimization</i>	Included	Included		
<i>Microsoft and 3rd Party Patch Management</i>	Included	Included		
<i>Centrally managed and monitored Endpoint EDR and Anti-Ransomware Protection</i>	Included	Included		
<i>Event monitoring and notification</i>	Included	Included		-
<i>DNS Remote Management & Monitoring Agent for Servers</i>	1	Included		
<i>Includes services for workstations but covers Server OS Based Systems</i>				
DNS Email Productivity & Security Solution	17	Included		
<i>Microsoft Office 365 E3 Subscription</i>	Included	Included		-
<i>Email Protection Suite</i>	Included	Included		
<i>Mobile Device Management</i>	Included	Included		
<i>Web Filtering</i>	Included	Included		
Optional Services				
<i>Web Hosting and Domain Name Lease (Annual Cost)</i>			\$335	-
<i>Cloud Hosted VOIP Phone Service</i>	TBD	TBD	TBD	TBD
				-
DNS Backup Services				
<i>DNS Offsite Cloud Backup</i>	TBD	\$0.50 per GB	TBD	TBD
<i>Onsite Backup Software</i>	TBD	TBD	TBD	TBD

	Quantity	Unit Price	One-Time	Line Total
<i>Mileage</i>		\$.60 Per mile		
<i>DNS Standard Hourly rate for non-covered services</i>		\$125 per hour		
<i>DNS After Hours Hourly Rate</i>		\$165 per hour		
		Total Monthly Recurring *Taxes not included		\$2584

2.8 Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
Business Hours Monday – Friday, 8:00am – 5:00pm	Included	Included	DNS standard hourly rate	DNS standard hourly rate
After Hours Monday – Friday, 5:00pm – 9:00pm	After Hours rates apply	After Hours rates apply	DNS standard hourly rate	DNS standard hourly rate
Weekends Saturday – Sunday 8:00am – 9:00 PM	After Hours rates apply	After Hours rates apply	DNS standard hourly rate	DNS standard hourly rate
Holidays As listed in Observed Holidays	Included	Included	DNS standard hourly rate	DNS standard hourly rate

Observed Holidays						
New Year's Day	Memorial Day	Independence Day, US	Labor Day	Thanksgiving Day	Christmas Day	Other Holidays
January 1 st	Last Monday in May	July 4 th	1 st Monday September	4 th Thursday in November	December 25 th	DNS may observe other Holidays at its discretion

1.2 Service Level Expectations

Helpdesk Service Level Expectations*				
	Severity 1 Critical	Severity 2 High	Severity 3 Medium	Severity 4 Low
Business/Financial Risk	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
Work Stoppage	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased one to few users impacted.
Percentage of End Users Effected	75 – 100%	30 – 75%	15 – 30%	0 – 15%
Workaround	None acceptable	Semi-acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
Response Time	1 hour or less	4 hours or less	8 hours – 1 business day	8 hours – 1 business day

Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	30 business days or less from first response
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*There may be situations that don't fit these definitions perfectly.

1.3 Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
Tier 1 Support (Service Desk)	All support incidents begin in Tier 1 in the DNS Service Desk, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
Tier 2 Support (Service Desk/ System Engineers)	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers with experience in both single user issues and multiple user network issues.
Tier 3 Support (VCIO)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the DNS VCIO, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendors) Support Engineers to resolve the most complex issues.

1.4 Service Escalation Process

Service Escalation Process
1. Support Request is Received (By Tray, E-mail or Phone Request)
2. Trouble Ticket is reviewed
3. Issue is Identified and documented in Ticketing System
4. Priority is established and immediate escalation occurs if necessary
5. Issue is qualified to determine if it can be resolved through Level 1 Support (if not the matter is escalated)
6. Issue is reviewed to determine if direct contact is with client or vendor is required to resolve
7. Issue is review to identify if work can be done remotely or if an onsite visit is required
8. Contact is made either via email or phone to identify when the affected user is available to work with the issue
9. Level 1 Help Desk – issue is worked to successful resolution
10. Level 1 Help Desk – Quality Control, issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System
If Issue Cannot Be Resolved Through Tier 1 Support:
12. Issue is escalated to Tier 2 Support all notes and conditions are transferred with the service ticket
13. Issue is qualified to determine if it can be resolved by Tier 2 Support (if not the matter is escalated)

14. Tier 2 Resolution – issue is worked to successful resolution
15. Tier 2 Quality Control – Issue is verified to be resolved with client contact
16. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System has been performed
If Issue Cannot Be Resolved Through Tier 2 Support:
17. Issue is escalated to Tier 3 Support all notes and conditions are transferred with the service ticket
18. Issue is qualified to determine if it can be resolved through Tier 3 Support (if not the matter is escalated)
19. Quality Control – Issue is verified to be resolved
20. Tier 3 Resolution – issue is worked to successful resolution
21. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
22. Tier 3 Resolution – issue is worked to successful resolution
23. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
If Issue Cannot Be Resolved Through Tier 3 Support:
24. Issue is escalated to VCIO Support
25. Issue is qualified to determine if it can be resolved through VCIO Support
26. VCIO Resolution – issue is worked to successful resolution
27. Quality Control – Issue is verified to be resolved.
28. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
29. If issue is unresolved Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution

2.0 General Coverage Provisions

2.1 Covered IT Assets and Client Locations

For purposes of this Agreement, the covered IT Environments and IT Assets shall include all locations and IT assets as outlined in Section 1.0 Coverage Summary. The specific IT Asset and location details are recorded in the Service Provider's Remote Monitoring and Management (RMM) and/or Professional Services Automation (PSA) tools.

If the Client desires to relocate, add or remove locations, the Client shall give notice to the Service Provider of its intention to relocate sixty (60) days in advance. The Service Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to the IT environment at the relocation and/or new site.

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee as detailed in Section 1.0 Coverage Summary.

It is expected that changes will be made to the configuration of the IT environment over time. Events causing such changes may include hiring of new personnel, addition of IT assets, and physical movement of components. Adjustments to the IT Assets covered by this agreement will require an addendum to this Agreement and may adjust the monthly cost of service. At the Service Provider's discretion new IT Assets can be added to coverage and the cost of services will adjust the client's monthly charges, initially being prorated on the first invoice received post addition.

Any additional IT Assets added to the IT environment without the consent or acknowledgement of the Service Provider will not be honored or supported by the Service Provider under this agreement. The Service Provider reserves the right to renegotiate service terms with respect to any addition of IT Assets by the Client.

It is expected that the use of auxiliary devices with covered IT assets may be necessary for Client. No support or service is included for any undocumented auxiliary devices unless detailed in Section 1.0 Coverage Summary and/or Appendix 3 of this Agreement. Any and all auxiliary devices that require coverage must meet the Service Provider's serviceability standards, be supported and warranted by the manufacturer/vendor, and be in reasonable condition. Any coverage of auxiliary devices may adjust the monthly cost of service. It is at the sole discretion of the Service Provider to cover these devices at an agreed upon monthly rate.

2.2 Conditions for Service

The CLIENT IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Service Provider's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

2.2.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. By entering this agreement client agrees to utilize DNS managed antivirus, anti-ransomware/anti-malware SIEM and other security solutions and separate monthly cost.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes. By entering this agreement client agrees to utilize DNS managed cloud backup and recommended onsite backup solutions at separate cost.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to a network device, allowing approved access to internal services
9. Client agrees to allow DNS to install all remote management, monitoring and protection software or equipment to support its execution of this agreement for client IT support.

The Service Provider reserves the right to inspect the IT Environment upon the commencement of the term of this agreement for the purpose of assessing and documenting the state of the IT Environment. Unless stated otherwise, said assessment shall be included as part of the Onboarding process outlined in Section 4.2 Onboarding Process.

The Service Provider reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Service Provider representative.

Coverage for existing IT Assets under this Agreement are contingent upon:

1. The IT Assets meet the Service Provider's serviceability standards defined in Appendix 3
2. For remote service, a covered IT Asset must have the Service Provider's RMM agent installed and be remotely accessible over a reliable internet connection.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in Section 1.0 Coverage Summary.

2.2 Included Services

The services covered by this agreement and provided by the Service Provider are defined in Appendix 3 and outlined in Section 1.0 Coverage Summary. Any and all services not defined within Appendix 3 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 3.

Out of hours services and support can be provided at the Service Provider's discretion to cover early/late shifts, nights, weekends, public holidays, and otherwise out of scope service hours and days. These services are contingent upon the Service Provider's availability of its representatives, according to the terms and conditions set forth in this Agreement. All out of hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Section 1.0 Coverage Summary.

2.5 Included On-site Services

The Service Provider strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps the Service Provider control its costs. The Service Provider will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary
- Remote accessibility is limited
- Service Provider's representative expects that an on-site repair to be faster.
- Service Provider's representative determines on-site support is necessary or to meet request of client for on-site service

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in Section 1.0 Coverage Summary.

The Service Provider reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from the Service Provider and/or Client.

It is at the sole discretion of the Service Provider to determine if an on-site 'dispatch' of a Service Provider's representative is necessary to resolve a monitor alert, service or support request.

In the event that the Client would like a representative from the Service Provider to come on-site and the Service Provider believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in Section 1.0 Coverage Summary will apply.

On-site 'dispatch' fees are designed to help the Service Provider manage its representatives travel costs. They are determined by distance, time, tolls, parking fees, and other environmental factors and the specifics for each Client

site are defined in Section 1.0 Coverage Summary. This fee is applicable each time a representative from the Service Provider visits the client site to address a monitor alert, service or support request unless otherwise agreed by the Service Provider.

The Client has the right to refuse any and all on-site services, even those the Service Provider determines are required to address a Client support/service request or monitor alert. In the event the Client refuses on-site services that are determined to be necessary by the Service provider, the client agrees that any and all required service levels and coverages that apply to that request under this agreement will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 3 Groups Section.

Service Provider Owned equipment

At the time of execution hereof, Client will not lease any equipment owned by Service Provider. In the event the Client desires to lease Service Provider owned equipment in the future, the parties shall so agree by way of an addendum hereto.

2.7 Managed Backup System Coverage

The Service Provider agrees to provide the client with priority service on the products registered only in Section 1.0 Coverage Summary. This service provides priority response time that includes the following:

- Management and Verification of data back up
- Secured Backup and Storage on and off site of client location
 - Onsite backup of server assets daily to local appliance and/or DNS Cloud Backup.
 - Nightly shipments of offsite data stored in DNS Cloud Backup Solution
- Contract does not include any applicable annual subscription or license fees
- Contract does not include any applicable fees for active use of DNS servers or other equipment, fees or costs post restoration.

2.8 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined in a separate agreement or Addendum and are subject to the terms, conditions, and fees detailed Section 1.0 Coverage Summary.

This Agreement does not cover any costs, expenses, or fees not detailed herein. Some uncovered costs include but are not limited to:

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.

4. The cost of any 3rd Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Mobile Device Management Services, DNS Cloud Management Administration Package Monthly fees.
9. Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
10. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Section 1.0 Coverage Summary.
11. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
12. Any and all services not defined within Appendix 3.
13. IT Project work that includes installing new software, hardware or services spanning multiple users, multiple service calls not covered by this agreement.
14. Cabling work (New or Cabling additions)
15. The cost of equipment to repair or replace IT Assets damaged accidentally or maliciously.
16. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
17. The cost to replace stolen or missing IT Assets.
18. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement and not protected by DNS Managed Backup.
19. Data is not covered and is always considered outside the scope of this agreement.

IT Services and support can experience issues with software, applications, hardware and other IT Assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible the Service Provider will recommend a work-around, a replacement, an additional service, or project to alleviate the issue. The recommendation the Service Provider offers will only be covered by this Agreement if defined explicitly herein and may incur fees or other out of scope charges to be mutually agreed on by the Service Provider and the Client before work is completed.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error if properly earned. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1st) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the client according to the terms and conditions specified within this Agreement.

2.9 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

Any and all conflicting service levels or service level exceptions detailed within Appendix 3 will supersede the general service levels and exceptions defined within Section 1.0 Coverage Summary.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Business and financial exposure (Cost)
- Percentage of end-users at Client affected (Impact)
- How debilitating the incident is for end-user and the Client (Severity)
- Is there a workaround available?

The Service Provider recognizes that some requests, even those with minimal impact or severity could be urgent for the Client or end-user. The Service Provider will provide best effort to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency driven prioritization of requests are at the sole discretion of the Service Provider.

The response and resolution times defined within this Agreement behave like timers (e.g. like a stop-watch) and are tracked and managed within the Service Provider's ticketing system. The following conditions and behaviors apply to the service level response/resolution time timers:

- The response and resolution time timers begin to track time when the ticket is created within the Service Provider's ticketing system.
 - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 30 minutes of our helpdesk receiving the email from Primary Contact.
 - Opening tickets with the tray icon is the preferred and immediate method of submitting requests.
- During periods when the Service Provider is working with or waiting for vendors/manufacturers, or the Client to make progress on a client request the timers are paused. The Service Provider will continue to follow up with and escalate requests with vendors, manufacturers, and/or the Client to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a 3rd party and are not within the control of the Service Provider to resolve will remain paused until the responsible party shifts back to the Service Provider.
- The timers will be paused outside the covered hours defined in Section 1.0 Coverage Summary.

2.9.1 General Service Level Exceptions

Exceptions to the service levels provided as part of this Agreement are not applicable with the following situations:

1. In the event the Service Provider is working remotely with a Client's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the Service Provider's technician efficiently.
2. Service and support requests that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 60 days of this Agreement while the Service Provider works with the Client to onboard them to their services.
4. Service levels defined within this Agreement do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this Agreement.
5. Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

Service Level exceptions specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

3.0 Service Process

3.1 Requesting Support

Any and all Client end-users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

3.1.1 General Information to Include with Request

When you call, email, or submit a request using any approved method below ensure that you include the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred
- The impact, severity and urgency of the problem
 - How many users is it affecting? (How impactful?)
 - Can the end-user(s) remain productive or are they halted? (How severe?)
 - End user contact information (Phone Number and Email)
 - How urgent is the request?
- Any relevant applications and versions you're working with
- Any changes made recently

3.1.2 Requesting Support during Regular Business Hours (8am-5pm)

It is expected that the monitoring software provided by the Service Provider will identify problems with the Client's IT assets and environment prior to the Client's end-users. In the event problems are first noticed by the Client, they are to be reported in one of the following manners:

- If the Client has an existing IT support phone extensions and email addresses, the Service Provider with best efforts will work with the Client's systems to forward requests to the Service Provider's systems. The Client Primary Contact can then use existing phone extensions and email addresses to request support.
- For requests of high importance, cost, severity, impact, and/or urgency please:
 - a. The on-site technical contact defined in Appendix 2 is the only contact that can open critical tickets unless otherwise specified within Appendix 2.
 - b. Contact the Service Provider over the phone at: 228-822-0127 or; by email
- For less critical requests please:
 - a. Use the Service Provider's agent software or client portal to open the request. Instructions will be provided during onboarding. (Preferred method)
 - b. Contact the Service Provider over email at: helpdesk@dnsms.com
 - i. Emails are not guaranteed to open tickets immediately, but they will typically be opened within 30 minutes of emailing.

3.1.3 Requesting Support outside Regular Business Hours (5pm-8am)

Requests for support outside regular business hours or on holidays are subject to the terms, conditions, fees, and charges specified within this Agreement. The specific charges and fees will be outlined in Section 1.0 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours using by contacting the Service Provider at 228-822-0127. You will be prompted to leave a message for the Service Provider's after hours on call messaging system.

By selecting "8" you will be placed into the Service Providers emergency Que where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers on call technician who will contact you within the next thirty (30) minutes.

By selecting "8" you will be placed into after hours message box where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers helpdesk and acted upon during the next regular business day hours by the helpdesk.

The service monitors that are defined as critical within Appendix 3 of this Agreement, will alert the Service Provider's on-call resources.

Once the Service Provider's on call resource receives an after-hours request for service from the Client or an alert from a critical service monitor, they will ensure that the request is within the scope of this Agreement before proceeding. In the event that the request is not covered by the Agreement, the Service Provider's resource will contact the after-hours Client authorized representative for approval. The client authorized representatives are identified during the onboarding process and are defined in Appendix 2 of this Agreement.

The Client After-hours Representative defined within this agreement can:

1. Ask the Service Provider's resource to defer the request for regular business hours
2. Approve the request and any charges for out of scope services and support
3. Decline the request for out of scope services and support

3.2 Support Escalation Process

The Service Provider's resources will respond, action, and/or resolve monitor alerts and support requests from the Client. The Service Provider's representatives follow internal processes to involve higher level representatives when necessary.

The Service Provider strives to maintain a single point of contact with the Client for every incident. Internal escalations will occur seamlessly without the involvement of the Client or the end-user. The Service Provider's initial representative will remain the primary point of contact for the Client, until a satisfactory resolution of the Client's request occurs unless otherwise communicated by the representative.

In the event the Client would like to escalate a support/service request they can contact the Service Provider by phone or email. The Service Provider will work with the Client to re-evaluate how the request is classified. In the event that re-evaluation does not adjust the request's priority classification, the Service Provider will strive to accommodate the request but is only able to do so on a best effort basis. The required service level in this instance will not change even if the Service Provider's best effort accommodation of the escalation is provided.

3.3 Service Onboarding Process

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 45-90 days of a relationship.

The summary of steps the Service Provider will take to provision the Client for service include but are not limited to:

1. Addition of Client details to the Service Provider's Professional Services Automation/ticketing tools and remote monitoring and management tools.
2. Deployment of the Service Provider's remote monitoring and management technology to the Client's IT Assets. (Workstations and Servers)
3. Assessment of Client's business, needs, pain points, and technology.
4. Documentation of Client's business, needs, and technology.
5. Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.
7. A scheduled business and service review is scheduled around thirty (30) to forty five (45) days following the execution of this Agreement.
8. Documentation on the support request, onboarding, and escalation process are provided to the Client.
9. The Service Provider's team is brought up to speed on the Client's environment and business.
10. The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
11. The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
12. The Service Provider continues to work with the Client to alleviate any known or discovered pain points with the Client's IT Assets or IT Environment.
13. Recurring reporting requirements are established and configured within the Service Provider's tools.

3.4 Approving Uncovered/Out of Scope Services

The provisions and terms defined in 2.8 General Coverage Exclusions describe when the following process is necessary.

- The Service Provider submits a quote or request to the Client's 'approver' contact(s) that is defined in Appendix 2 via email.
 - a. The Client's 'approver' contact(s) approves the quote or emailed request.
 - i. The Service Provider provides the services or products defined within the quote.
 - ii. The Client is invoiced for these services following the original billing schedule. (1st of the month)
 - b. The Client's 'approver' contact(s) decline the quote or emailed request.
 - i. The Service Provider provides an alternative approach or quote and if no alternative can be provided the Service Provider will inform the Client accordingly.
 - 1. The Client approves the alternative approach,
 - 2. The Service Provider provides the services or products defined within the alternative approach or quote.
 - ii. In the event that no alternative can be offered the issue will be logged and discussed during the next business review meeting.

4.0 Client Responsibilities

4.1 General Responsibilities

- The Client will conduct business with the Service Provider in a professional and courteous manner.
- The Client will provide the Service Provider with payment for all service and support costs at the agreed interval.
- The Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's IT environment(s).
- The Client will provide adequate workspace and facilities for use by the Service Provider's representatives as reasonably required by the Service Provider.
- The Client shall inform the Service Provider of all health and safety rules and regulations that apply at its locations and co-operate with the Service provider to define these within Appendix 2.
- The Client agrees to pay any and all agreed upon charges, fees, and/or costs upon the schedule, terms and conditions defined within this Agreement.
- Client agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Client agrees to grant access to data for the Service Provider to perform service responsibilities

4.2 Service Onboarding and Review Responsibilities

- The Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that the Service Provider needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes:
 - Any and all documentation associated with the covered IT environment(s) and asset(s);
 - Any and all software installation media for covered software and applications
- The Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the Service Provider to establish, define (within Appendix 2 of this Agreement) and agree on any and all necessary maintenance windows for the Client's IT environment.
 - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Client approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within Appendix 2.
- The Client agrees that key representatives, within their business, must be established and defined within Appendix 2 of this Agreement so that the Service Provider can receive any necessary supplementary support from the Client. The supplementary support includes but is not limited to:
 - Approval for charges and/or out of scope products and services quoted.
 - Approval for emergency maintenance.

- Reasonable “hands-on” co-operation with the Service Provider’s service/support representative when diagnosing and addressing service requests and other issues.
 - The identified on-site technical contact will work with the Service Provider on critical issues for as long as necessary. Even though the Service Provider strives to be as minimally invasive, on-site and hands on involvement of the identified on-site technical contact will occasionally be necessary.
- Receiving updates on extended outages or unresolved issues.
- Scheduling for project and support services.
- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client’s Business.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to review:
 - The services provided by the Service Provider over the previous quarter.
 - The direction of the Client’s business to ensure IT remains in alignment.
 - If additional services and/or products are necessary to meet the Client’s business and IT needs.
 - The state, status, and health of the Client’s IT Environment(s) and IT Asset(s).
 - The continued integrity, completeness, and validity of this Service Level Agreement.

4.3 Service & Support Responsibilities

- The Client will use the appropriate means of contact to request service and report issues as defined in Section 3.0 Service Process.
 - The Client’s end users will not contact the Service Provider’s service/support representatives directly and will follow the process defined in Section 3.0 Service Process.
- The Client will provide all pertinent information required to open a service/support request.
- When opening a service/support request the Client will work with the Service Provider to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the Client will provide reasonable availability of its representative(s) to co-operate with the Service Provider’s service/support representative(s) assigned to the request.
 - The Service Provider’s service/support representatives strive to address requests without involving the Client’s end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user’s assistance.
- The Client shall allow the Service Provider access and usage rights to all relevant IT Environments and IT Assets as reasonably required by the Service Provider to provide its services and support.
- In the event that the Service Provider requires the decision, approval, consent, authorization, or any other communication from the Client in order to provide any of the services (or any part thereof) described herein, the Client will be reasonably diligent to provide the same in a timely manner.

- The Service Provider is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the Client. This includes but is not limited to impacts to service performance levels and requirements.
- The Client will promptly notify the Service Provider of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- The Client agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by the Service Provider.
- The Client agrees to inform the Service Provider of any modification, installation, or service performed on the covered IT Environments, listed in Section 1.0 Coverage Summary, by individuals not employed by the Service Provider. (Both authorized and unauthorized parties)

5.0 Service Provider Responsibilities

5.1 General Responsibilities

- The Service Provider will conduct business with the Client in a professional and courteous manner.
- The Service Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.
- The Service Provider is responsible for ensuring that it complies with any and all statutes, regulations, byelaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within this Agreement.
- The Service Provider will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with any and all end user license agreements which relate to those software applications.

5.2 Service and Support Responsibilities

- The Service Provider will log all information from the Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
 - The Service Provider will leverage and maintain its own ticketing system, or professional services automation (PSA) tool and RMM tool, for updating, tracking, measuring, and closing Client support/service requests, maintenance responsibilities, projects, and monitor alerts.
- The Service Provider will provide the Client with the services defined in Appendix 3, on the IT Assets and locations outlined in Section 1.0 Coverage Summary, during the covered hours and days defined in Section 1.0 Coverage Summary.
 - These services will be provided remotely and at the Service Provider's sole discretion can be provided on-site when necessary. Travel fees and out of scope rates can apply as defined in Section 1.0 Coverage Summary.
 - It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 1.0 Coverage Summary and Appendix 3.
 - It is the responsibility of the Service Provider to ensure its resources can provide its services with reasonable skill and care.
 - The Service Provider is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of the Service Provider's control impede the delivery of service, including, but not limited to, acts of God.
- The Service Provider can provide the Client with out of scope services at the Service Provider's sole discretion and capability. Out of scope fees and charges defined in Section 1.0 Coverage Summary apply to any out of scope services provided.

- It is the responsibility of the Service Provider to notify the Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of the Service Provider to keep the Client's end users up to date on any unresolved service and support requests from them.
 - Automated emails, calls, chats ticket notes and other communications will be leveraged to keep the end users reasonably up to date. The frequency of these communications are defined in Appendix 3.
- The Service Provider will attempt to resolve service and support requests from the Client remotely, without interrupting the end user, unless otherwise requested by the Client when submitting a request.
- The Service Provider will attempt to resolve service and support requests from the Client over the phone on the first call, when unable to resolve the request without interrupting the Client's end user.
- The Service Provider will escalate support requests to the next level of internal support within the Service Provider's organization upon approach of established resolution targets defined in Section 1.0 Coverage Summary and Appendix 3.
 - The Service Provider will attempt to maintain the initial technician as the primary contact for the Client throughout the escalated support process. The higher level teams will partner with the initial contact to troubleshoot, diagnose, and resolve the request. The goal of this process is to provide the Client's end users a single point of contact for each request.

6.0 Monthly Charges, Fees, and Payment

6.1 Monthly Service Charges

Client is purchasing the Service Provider's Information Technology Services under this Agreement for the charges and fees outlined in Section 1.0 Coverage Summary. Said charges shall be invoiced by the Service Provider and paid in monthly installments by the Client with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

Services provided hereunder shall be assessed against this Client as provided herein.

Services shall be charged against the Client in accordance with the terms and conditions outlined within Section 1.0 Coverage Summary, within Section 6.0 Monthly Charges, Fees, and Payment, additional costs for excluded services, and within the Services Agreement between both parties.

6.2 Invoice and Payment

The Service Provider will invoice the Client for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1st) of the month, with payment processed via automatic clearing house (ACH) transaction or via credit card. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

The Client will pay any and all legitimate and/or agreed upon invoices, service fees and charges within thirty (30) days following receipt of the relevant invoice from the Service Provider.

The Client will, in addition to the other amounts payable under this Agreement, pay all required sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, Client will promptly pay to Service Provider an amount equal to any such taxes actually paid or required to be collected or paid by Service Provider. However, notwithstanding the foregoing, Service Provider recognizes that Client is a governmental entity and is not required to pay state and/or sales taxes, and when purchasing equipment for the Client, Service Provider shall ensure that Client receives the appropriate exemptions from payments of sales taxes.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

The Service Provider reserves the right to refuse, suspend, or even terminate service under this Agreement in the event the client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between the Service Provider and Client.

6.3 Onboarding Fees

Client is purchasing the Service Provider’s Information Technology Onboarding Services under this Agreement for the onboarding fees outlined in Section 1.0 Coverage Summary and equal to \$2500. Said fees are to be paid in full within thirty (30) days from date of invoice, unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

One Time fee schedule:

Transition support from current Service Provider and any Network configuration	\$2,500
	-
	-
	-
Total One time fees	\$2,500

6.4 Out of Scope Service Fees

It is understood and agreed upon that any and all Services requested by the Client that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Any supplemental services provided by the Service Provider which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the included services purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Section 1.0 Coverage Summary and Section 6.0 Monthly Charges, Fees, and Payment. Any additional billing charges will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Service Provider.

7.0 Acceptance

This Service Agreement covers only the locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days defined within this Agreement. The addition of locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days not outlined in Section 1.0 Coverage Summary at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges. Client agrees to pay the fees monthly specified in Section 1.0 Coverage and exceptions to this coverage noted throughout the agreement. Client will Review the attached proposals and covered services and specify which agreement they choose for monthly IT services.

8.0 Payment Information

- Pay by Check (Monthly)
- Pay by Credit Card (Monthly)

IN WITNESS WHEREOF, the parties hereto have caused this IT Services Agreement to be signed by their dulyauthorized representatives as of the date set forth below.

Accepted by:

Digital Network Solutions, LLC
(Service Provider)

Coastal Mississippi
(Client)


STEVE GALLAGHER, CEO


BROOKE SHOULTZ, PRESIDENT
Coastal Mississippi Board of Commissioners

Date: 2-16-2022

Date: 2-24-22

Appendix 1 – Definitions

For the purposes of this Agreement, the terms below are generally defined as follows:

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider's Professional Services Automation (PSA) tool or the Service Provider's Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client's end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider's representative is referred to as Dispatch.
End-user	An end-user is referred to a Client's colleagues, staff members, and any/all users of the Client's IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 3. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client's environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client's location/site. This includes but is not limited to all IT Assets, the Client's network, the Client's Windows Domain, the Client's Software Installations, the Client's Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client's IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client's IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider's services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider's representative is providing services at the Client's site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client's IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client's IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider's remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client's managed workstations/servers/mobile devices and provides tray icon access to the Service Provider's services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to; firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

Appendix 2 – Key Contacts

Key Client Contacts		
Contact Role	Role and Responsibilities Summary	Contact Information
Client On-site Technical Contact	To work with the Service Provider to address service/support requests and other technical issues with the IT Environment or IT Asset. The individuals identified as Client On-site Technical Contacts will act as the eyes and ears for remote representatives of the Service Provider. It is assumed that any/all contacts identified as Client On-site Technical Contacts are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p> <hr/> <p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p>
Client After-hours Representative	To be available for contact after regular business hours as identified within Section 2.0 Contract Summary. It is assumed that any/all contacts identified as Client After-hours representatives are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p> <hr/> <p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p>
Client Approver	<p>Client representatives with the Authority to approve Out of Scope and uncovered services or fees. This includes any and all of the costs, charges, expenses, and/or fees associated to the approval. Unless otherwise defined with the Approver's Contact Information within this Appendix. E.G. John Smith Approval Limitation = \$165.00/hour.</p> <p>The Client agrees to pay any/all charges associated with services or requests approved by the Client Approver(s) defined herein.</p>	<p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p> <hr/> <p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p> <hr/> <p>Contact Name: Judy Young Contact Office Phone: 228-280-3132 Contact Cell Phone: 830-237-9659 Contact Email Address: judy@coastalmississippi.com Contact Exceptions:</p>

Appendix 3 – Detailed Coverage

This 3rd Appendix of this Service Level Agreement provides summarized descriptions of each of the services covered by this Agreement. These definitions are provided for convenience only, and do not describe the specific coverages provided by this Agreement. For specific coverages review the group for each service.

Group 1: Reduce Risk and Improve Security		
Service	Summary Service Description	Coverage Detail
Antivirus Management	The service of using an Antivirus solution to improve an IT Environments security against spyware, malware, trojans and viruses. Includes deployment, configuration, regular scanning, definition updates, and some infection remediation. DNS will provide managed antivirus and anti-ransomware software at separate monthly cost	See Group 1 for coverage detail
Backup Management	The service of using a backup product or suite to backup critical data within an IT Environment. Includes configuration, scheduling, management of data backup processes, test restoration, and actual data/file restoration. DNS will provide Cloud and onsite backup at separate monthly cost.	See Group 2 for coverage detail
Identity Management	Creation, deletion and ongoing management of user accounts, permissions and access levels across a Client's IT environment.	See Group 3 for coverage detail
Patch Management	A strategy for managing Microsoft Windows patches and updates, and service packs. Includes assessment, testing, deployment, and review of patches/updates. DNS will provide patch management via DNS RMM tool.	See Group 4 for coverage detail
IT Policy Management	A strategy to enforce Client and IT Providers specified IT Policies for Network Access, Software, Service Management and Security	See Group 5 for coverage detail

Group 2: Promote Productivity and Performance		
Service	Summary Service Description	Coverage Detail
Server Management	Maintenance and monitoring of hardware and software on Windows Servers to ensure optimal functionality.	See Group 6 for coverage detail
Workstation Management	Maintenance and monitoring of hardware and software on Windows Workstations and Laptops to ensure optimal functionality	See Group 7 for coverage detail
Network Management	The service of managing the configuration, operation, and health of an IT Environment's network. This includes configuration of various network devices, internet connectivity, DNS settings, vpn setup and configuration, and troubleshooting.	See Group 8 for coverage detail
Software Management	Tracking, deploying, configuring, monitoring, and management of covered software in the client's environment. This service is commonly packaged with workstation and server management. It is also has some overlap with IT Asset Management.	See Group 9 for coverage detail
Helpdesk	A single point of contact for a client to receive service and support. This includes triage, escalation, problem management, and level one/two/three levels of technical support.	See Group 10 for coverage detail
Cloud Services	Provisioning and management of 'Cloud' internet technologies for clients. If any specific cloud services are being managed they will be described in Group 11 of this Appendix.	See Group 11 for coverage detail
Email Management	Monitor and maintain email availability, spam filtering, and malware filtering. This service is commonly packaged with Helpdesk services.	See Group 12 for coverage detail
IT Procurement	The service of purchasing and reselling IT related equipment and software for Client needs	See Group 13 for coverage detail
Vendor Management	Working with and coordinating 3 rd party vendors providing IT related software or services to client	See Group 14 for coverage detail
IT Asset Management Coverage	Maintain IT inventory and manage devices, licenses and other defined IT assets	See Group 15 for coverage detail

Professional Services Consulting/Virtual CIO Coverage	Provide support and guidance for high level and strategic IT decisions and issues	See Group 16 for coverage detail
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Group 1 - Antivirus Management Coverage

Service Provider Activities	Frequency	Detailed Description
Remediate Monitor Alerts	As Needed	System alerts generated by RMM
Remediate Malware/Virus Infection	As Needed	Address AV issues identified by RMM
Adjust Antivirus Configuration	As Needed	Modify AV exceptions and settings
Monitors & Service Monitoring*	Frequency	Detailed Description
AV – Disabled	Continuous	RMM Review of AV status
AV - Out of Date	Continuous	RMM Review of AV status
AV - Software Missing	Continuous	RMM Review of AV status
Value Reporting*	Frequency	Detailed Description
Antivirus_Policy	Quarterly	Report of AV settings
Antivirus_Threats	Monthly	Report of AV threats and interference
Service Onboarding Activities	Frequency	Detailed Description
Setup and Configure Antivirus Server	Once per Client	
Deploy Antivirus to Workstations	Once per workstation	
Deploy Antivirus to Servers	Once per server	
Serviceable Technologies	Supported Versions and Releases	
DNS Provided Antivirus and Anti-Ransomware Solution, Software and services	Current supported version	

Serviceable Conditions

Antivirus is licensed, warranted and supported by vendor for each covered workstation.

Coverage Exclusions & Exceptions

- Antivirus software/license purchases which is not DNS provided Anti-Virus and Anti-Ransomware Solution
- Malware remediation due to injection or negligent Client end-user activity.
- Antivirus Definition up to date within 1 day of available definitions.

Service Levels & Performance Goals

Antivirus Software installed and Running on at least 95% of covered devices

Service Level & Performance Exceptions

- Malware is unpredictable and in turn, so is remediation. Therefore remediation attempts do not fall under general resolution service levels.
- Mass infections of a Client environment due to the unpredictable nature of malware, service levels cannot be guaranteed.
- Affected devices are subject to being wiped and reloaded due to type of malware involved.

*Dependent on the Technology being utilized and may not be available

Group 2 - Backup Management

Service Provider Activities

- Backup Check
- Test File Restore
- Test Server Stand-up (If backup technology supports)
- Remediate Failing Backups
- Restore Files / Data

Frequency

- Daily; As Needed
- Quarterly
- Quarterly
- As Needed
- As Needed

Detailed Description

- Automatic system monitor of backup success
- Automatic system test restore
- Automatic system test restore
- Review and failed backup jobs and remediate
- Restore files as requested by client

Monitors & Service Monitoring*

- BU – Job Running > 8 Hours
- BU - Backup Failed
- BU – Verify Backup Job Failed
- BU – Backup Failed to Configure Job

Frequency

- Continuous
- Continuous
- Continuous
- Continuous

Detailed Description

- The backups configuration may need adjusted
- The backup failed and needs reviewed
- The backup couldn't be verified as successful and needs tested
- The backup process did not begin properly

Value Reporting*

- Backup Report
- Health Report

Frequency

- As Needed
- Monthly

Detailed Description

- Provides backup status for protected systems
- Provides a count of failed / successful backup jobs

Service Onboarding Activities

- Evaluate current backup job(s) and requirements
- Configure, Deploy, and Test Backup Technology

Frequency

- Once per Client
- Once, per device, Continuous

Detailed Description

- Work with Client to assess current backups and current needs

Serviceable Technologies

- DNS provided backup and Recovery Solutions

Supported

- Current supported version

Serviceable Conditions

- Adequate, current, and actively licensed backup software
- Storage space sufficient for the successful completion of backup jobs
- Storage space sufficient for adequate retention period
- Adequate and reasonably fast access to any/all remote, tape, or other physical backup data (**Service levels are contingent upon this**)
- Adequate internet access speed and stability to support offsite cloud backup

Coverage Exclusions & Exceptions

- Data and storage charges and fees
- The cost of any necessary software licenses
- The cost of temporary, permanent, and archival storage
- Data is not and cannot be guaranteed (However, this service is a method to help protect data)

Service Levels & Performance Goals

- Backup jobs successful 95% of the time
- File Restore within general service levels listed in Coverage Summary (**Technology and environment dependent**)

Service Level & Performance Exceptions

- Challenges with the technology that require the involvement of the backup technologies' vendor/manufacturer
- Recovery of any/all files or data not included within original scoping requirements
- User created and stored data outside of covered folder paths, specified locations on file systems or DNS specified user profile directories, portable

*Dependent on the Technology being utilized and may not be available
 *Dependent on the Technology being utilized and may not be available

Group 3 - Identity Management Coverage

Service Provider Activities	Frequency	Detailed Description
Domain User Permission Management	Continuous	Monitor AD user permissions
Domain User Password Resets and Account Unlocks	As Needed	Approved user requested access
Domain User Setup	As Needed	Approved user requested access
Domain Group and Folder Permission Management	As Needed	Approved user requested access
Monitors & Service Monitoring*	Frequency	Detailed Description
Offline Servers Monitor	Continuous	Monitoring for offline Domain Controllers
EV – Blacklisted Events (4720, 4238)	Continuous	Locked User Accounts monitored via RMM

Value Reporting*	Frequency	Detailed Description
User accounts status	Semi-Annually	Report of AD VPN and Office 365 changes

Service Onboarding Activities	Frequency	Detailed Description
Active Directory Review and Cleanup	As Needed	
Setup of Administrative and Support User Accounts	Once Per Client	

Serviceable Technologies	Supported Versions and Releases
Microsoft Windows Domain	Latest two major releases

Serviceable Conditions

Active Directory has been cleaned up and standardized to the Service Provider’s specifications.
 User must be physically or wirelessly connected to the Domain network and maintain an adequate internet connection

Coverage Exclusions & Exceptions

Microsoft Server and Active Directory Licensing
 The costs to manage, implement, and/or procure a single sign on solution

Service Levels & Performance Goals

Active Directory Uptime to equal or exceed 98% by means of server uptime and routine backups

Service Level & Performance Exceptions

Non-standard and/or complex multi-site or multi-domain environments

*Dependent on the Technology being utilized and may not be available

Group 4 - Patch Management Coverage

Service Provider Activities	Frequency	Detailed Description
Assess available Microsoft product updates	Once Per Patch	Verify valid patches available
Test Service Provider approved updates	As Needed	User requested vertical application patching
Deploy Service Provider tested and approved updates	Once Per Patch	Automatic monitoring of patches
Validate deployed updates installed successfully	Once Per Patch	Automatic monitoring of patches
Remediate unsuccessful updates	As Needed	Intervention resulting from failed patching alerts
Monitors & Service Monitoring*	Frequency	Detailed Description
UPDATES - Failed	Continuous	RMM Monitor of patch status
UPDATES - Installed	Continuous	RMM Monitor of patch status
UPDATES - Missing Service Pack	Continuous	RMM Monitor of patch status
UPDATES - Out of Date	Continuous	RMM Monitor of patch status
Value Reporting*	Frequency	Detailed Description
Patch Health (The Health Report may replace/include	Monthly	

Service Onboarding Activities	Frequency	Detailed Description
Define & Setup Maintenance Windows with Client		
Define & Setup Patching Policy with Client		

Serviceable Technologies	Supported Versions and Releases
Windows	Windows 10, and greater
Microsoft Windows Server	2012 Server, and greater

Serviceable Conditions
Windows Installation properly activated with a valid license
Windows Domain configured to Service Provider's recommendations

Coverage Exclusions & Exceptions
 The cost of any and all OS/equipment/software licenses necessary, to adequately license covered equipment

Service Levels & Performance Goals
 The Service Provider's proprietary 'Patch Health Compliance rating' when calculated, rates the Client's servers at 95% or greater on average, and 92% for the workstations on average or greater over the month.

Service Level & Performance Exceptions
 High volume or emergency updates that are released with little/no notification from the manufacturer can impact service levels, and are excluded.
 Patched released that cause unintended changes or failures on sytems

*Dependent on the Technology being utilized and may not be available

Group 5 - IT Policy Management

Service Provider Activities	Frequency	Detailed Description
Monitor and enforce agreed upon IT Policies	As Needed	
Assess and review current IT policies	Quarterly	
Monitors & Service Monitoring*		
	Frequency	Detailed Description
n/a at this time		
Value Reporting*		
	Frequency	Detailed Description
n/a at this time		
Service Onboarding Activities		
	Frequency	Detailed Description
Work with Client to learn about business, challenges and compliance requirements	Once Per Client	
Work with Client to assess and define IT policies	Once Per Client	
Project Plans and quote submitted to Client for the configuration of the IT environment to support agreed upon and defined IT Policies	As Needed	
Configure systems to the agreed upon IT policies	Once Per Client	
Serviceable Technologies		
	Supported Versions and Releases	
Microsoft Windows Domain or Workgroup	Last two major releases	

Serviceable Conditions

IT Environment configuration must help support any defined IT Policies.

Coverage Exclusions & Exceptions

Any and all legal fees that relate to the drafting and review of defined IT Policy

Service Levels & Performance Goals

Compliance to each policy within defined levels while utilizing any agreed upon measurements being tracked automatically with technology.

Service Level & Performance Exceptions

Only IT Policies that can be automatically tracked and monitored must

IT Policies are designed for the Client and the Service Provider's role is to help monitor them for compliance and communicate any discovered breaches to compliance. But, this is only possible when the policy can be implemented, tracked, and monitored automatically with technology.

*Dependent on the Technology being utilized and may not be available

Group 6 - Server Management Coverage

Service Provider Activities	Frequency	Detailed Description
Global Server Group Policy Adjustment	As Needed	Adjusts IT environment configuration. (Non-standard fees may apply)
Server Maintenance	As Needed	Disk, raid, performance, OS configuration, service, and event logs.
Server Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.

Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Free Space < 10% Total Size or 2GB <Critical>	Continuous	RMM monitor of sever storage space
BlackListed Events - Informational, Warnings, and Errors	Continuous	RMM Server event log monitor
EV - Drive Errors, Raid Failures, or Smart Errors <Critical>	Continuous	RMM drive error log monitor
EV - RMM critical event monitor	Continuous	RMM critical event monitor
AT - Offline Servers <Critical>	Continuous	RMM Server offline monitor
SVC - Auto Services Stopped <Critical>	Continuous	RMM Server service monitor
UPTIME - SVR 1 Mo. Since Reboot*	Continuous	RMM Uptime monitor

Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM

Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's Management Agents	Once Per Server	
Complete Server Onboarding Documentation	Once Per Server	
Establish and Implement Server Config. Standards	Once Per Server	
Address Monitor Alerts	Until All Addressed	

Serviceable Technologies	Supported Versions and Releases
Microsoft Windows Server	2012 R2, and greater

Serviceable Conditions

Server's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)
Server is adequately licensed.

Coverage Exclusions & Exceptions

The cost for any and all hardware and software required to ensure defined service levels and performance expectations.

Service Levels & Performance Goals

Server Uptime is at least 99%

Service Level & Performance Exceptions

Turnaround on hardware failure cannot be guaranteed.

Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined

Any and all 3rd party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.

Software or patches/updates that cause failures or unintended changes to systems

*Dependent on the Technology being utilized and may not be available

Group 7 - Workstation Management Coverage

Service Provider Activities	Frequency	Detailed Description
Update Desktop Image(s)	As Needed	
Workstation Maintenance	As Needed	Disk, performance, OS configuration, service, and event logs.
Workstation Global Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.
Deploy or reimage workstation	As Needed	Workstation must be within warranty and be reasonably healthy.
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Free Space Remaining < 10% Total Size or 2GB	Continuous	RMM Monitor
DRV - Smart Failures	Continuous	RMM Monitor
PF - Low Memory	Continuous	RMM Monitor
PF - 90% Plus Avg CPU	Continuous	RMM Monitor
SVC - Auto Services Stopped	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
UPTIME - WKS 2 Weeks Since Reboot*	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's management agents	Once Per Server	
Complete workstation onboarding documentation	Once Per Server	
Establish, implement, and image wks. config. standards	Once Per Wks. Type	The "type" is determined by software & OS configuration reqs.
Address monitor alerts	Until All Addressed	
Serviceable Technologies	Supported Versions and Releases	
Windows	10 and greater	

Serviceable Conditions

Workstation's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)
Workstation is adequately licensed.

Coverage Exclusions & Exceptions

The cost for any and all hardware and software required to ensure defined service levels and performance expectations.

Service Levels & Performance Goals

Workstation Proprietary Performance Benchmarks Improve or Remain Stable. When this is not true and maintenance has been performed successfully, the manufacturer will be contacted or other project/parts/replacements will be recommended to ensure consistent service levels.

Service Level & Performance Exceptions

Turnaround on hardware failure cannot be guaranteed.

Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined

Any and all 3rd party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.

*Dependent on the Technology being utilized and may not be available

Group 8 - Network Management Coverage

Service Provider Activities	Frequency	Detailed Description
Network device configuration adjustment	As Needed	Client requested modification to current configuration
Troubleshoot network issues	As Needed	Address network issues generated from system alerts

VPN and security adjustments	As Needed	Client requested modification to current configuration
Assessment and Device Reboot	As Needed	Address network issues generated from system alerts
Minor Cabling Adjustments	As Needed	Client requested modification to current configuration

Monitors & Service Monitoring*	Frequency	Detailed Description
LT - Offline Locations* <Critical>	Continuous	RMM Monitor

Value Reporting*	Frequency	Detailed Description
n/a		

Service Onboarding Activities	Frequency	Detailed Description
Network Configuration Assessment & Documentation	Once Per Site	
Network Configuration Standards Implementation	Once Per Site	
Cabling Clean Up and Documentation	Once Per Site	

Serviceable Technologies	Supported Versions and Releases
Network Switches, Routers and Wireless Access Points sold by or approved by DNS for service ability and management	Current supported version/firmware

Serviceable Conditions

All network equipment is warranted and supported by their respective manufacturers/vendors.
 The internet connection and network environment cabling and wireless signal is adequate. Project work or other recommendations may be offered.

Coverage Exclusions & Exceptions

The cost to do setup and configure anything new. (New VPN setup, network jack punch, etc.)
 The cost of any hardware, software, or licenses necessary.
 Outages by Acts of God, Power issues, Internet Service Provider Outage or routing failures, Internet Domain Name System failures, Network outages/problems upstream from Client sites.

Service Levels & Performance Goals

Network Uptime 90% or greater

Service Level & Performance Exceptions

In the event of a denial of service attach, service levels and performance benchmarks will not apply.

*Dependent on the Technology being utilized and may not be available

Group 9 - Software Management Coverage

Service Provider Activities	Frequency	Detailed Description
Install or deploy approved software	As Needed	Software installation and verification
Perform minor updates to approved software	As Needed	Software remediation and updates
Uninstall unapproved software	As Needed	Software removal
Logging, tracking, and assessment of licenses	Continuous	License review conducted by DNS technician and logged in asset management software

Monitors & Service Monitoring*	Frequency	Detailed Description

Value Reporting*	Frequency	Detailed Description
Software_List	As Needed	Client requested monthly system health report form RMM
ProductKey_Summary	As Needed	Client requested monthly system health report form RMM

Service Onboarding Activities	Frequency	Detailed Description
Create remote and silent installation packages		
Audit, review, classify, and document in use software		

Serviceable Technologies	Supported Versions and Releases
Unique to Client	
Microsoft Office	Latest supported releases

Serviceable Conditions
 Licensed, warranted, and supported by vendor
 Support for application is reasonably economical and application is being actively maintained by vendor. (Bug fixes/etc.)

Coverage Exclusions & Exceptions
 The cost of any software or software licenses.
 Vendor support charges or fees.
 Any new software deployments or installations.
 Large or complex software deployments that require a time investment of the Service Provider that exceeds an estimated 4 hours or 10 minutes per workstation.

Service Levels & Performance Goals
 Software standards defined and applied to at least 90% of workstations in production.
 All software exceptions logged and tracked by the Service Provider.
 All approved software applications can be silently and remotely deployed.

Service Level & Performance Exceptions
 Large, complex, or new software deployments cannot follow the general standard service levels defined.
 *Dependent on the Technology being utilized and may not be available

Group 10 - Helpdesk Coverage

Service Provider Activities	Frequency	Detailed Description
IT support provided at levels 1,2, and 3	Continuous	IT Issue assessment, diagnostics, and remote remediation via chat, phone, and email or silently without end-user interruption.
Provide as needed IT services on per-request basis	As Needed	Includes any services defined within this agreement.

Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		

Value Reporting*	Frequency	Detailed Description
Ticket metrics and SLA response time	As Needed or Requested	DNS operations manager monitors and provides update to Client as needed

Service Onboarding Activities	Frequency	Detailed Description
Service Provider’s helpdesk learns about Client	Once Per Engineer	The best approach depends on the Client’s IT environment, size, business model, and culture. Will work together and decide best approach.
Client’s end-users learn how to work with Service Provider	Once Per Client	This is often most successful by printing the processes and sharing them digitally.

Serviceable Technologies	Supported Versions and Releases
Windows	10, and greater
Microsoft Windows Server	2012 R2 and greater
Common Windows Software Applications	Products and applications to be determined
Microsoft Office Suite	Latest supported releases

Serviceable Conditions
N/A

Coverage Exclusions & Exceptions

Services will only be provided on covered IT assets, users, client sites, and will not exceed the scope of the services defined within this agreement. The cost of any hardware, software, or licenses necessary to the successful resolution of Client requests are not included. Given this becomes necessary, the Service Provider will draft a quote and seek appropriate approvals.

Service Levels & Performance Goals

General service levels apply

Service Level & Performance Exceptions

Priority 1 issues must be reported via telephone by the on-site technical contact or site’s primary contact. Service levels on priority 1 issues reported any other way are exempt from defined service levels and will be best effort.

*Dependent on the Technology being utilized and may not be available

Group 11 - Cloud Services Coverage

Service Provider Activities	Frequency	Detailed Description
New User Provisioning Support w/ Vendor	As Needed	
Issue Reporting to Vendor	As Needed	

Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		

Value Reporting*	Frequency	Detailed Description
N/A		

Service Onboarding Activities	Frequency	Detailed Description
Document New User Provisioning Process and Share	Once Per Service	
Take Over Management of cloud service	Once Per Service	

Serviceable Technologies	Supported Versions and Releases

Serviceable Conditions

An adequate license and subscription is required

Coverage Exclusions & Exceptions

The cost to integrate multiple cloud services

Any licensing or subscription fees associated to the cloud service

Service Levels & Performance Goals

General Helpdesk service levels apply for issues and new user requests

Service Level & Performance Exceptions

Cloud Services are managed, supported, and serviced by the vendor and in turn, delays caused by the vendor are exempt.

*Dependent on the Technology being utilized and may not be available

Group 12 - Email Management Coverage

Service Provider Activities	Frequency	Detailed Description
Assessment and troubleshooting of mail flow issues	As Needed	
Exchange 365 server maintenance	As Needed	
Spam filter tuning	As Needed	

Monitors & Service Monitoring*	Frequency	Detailed Description
EV – Critical Events - Exchange Server	Continuous	
EV – Mail flow – Exchange Server	As Needed	
EV – User Mailbox or Access issue – Exchange Server	As Needed	

Value Reporting*	Frequency	Detailed Description
Health Report	NA	

Service Onboarding Activities	Frequency	Detailed Description
Email configuration assessment	Once per Client	
Email configuration standards set	Once per Client	
Spam solutions configured	Once per Client; As Needed	DNS works with Client to adjust filtering levels and add or remove addresses and domains to block or allow lists

Serviceable Technologies	Supported Versions and Releases
Microsoft Office 365	Current supported version

Serviceable Conditions

Access to the exchange server and/or office 365 management portal are current and provide adequate permission levels.
Any licensing or subscription fees associated to the cloud service

Coverage Exclusions & Exceptions

Any licensing or subscription fees associated to the cloud service
The cost of any software or software licenses.
Vendor support charges or fees.

Service Levels & Performance Goals

Email uptime is at least 99% - (Contingent upon vendor and cloud provider's turnaround.)

Service Level & Performance Exceptions

In the event an outage is caused by fault in the product or service, outside of the control of the Service Provider, promised service levels cannot be guaranteed.

*Dependent on the Technology being utilized and may not be available

Group 13 - IT Procurement Coverage

Service Provider Activities	Frequency	Detailed Description
Assessment, selection, quotation, purchasing, procurement, and tracking of IT purchases for Client	As Needed	

Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		

Value Reporting*	Frequency	Detailed Description
N/A		

Service Onboarding Activities	Frequency	Detailed Description
Share process for submitting technology requests	Once Per Client	
Share process for accepting quotes	Once Per Client	
Designate Client contacts to manage quote approvals	Once Per Client	

Serviceable Technologies	Supported Versions and Releases
N/A	

Serviceable Conditions
 Client is in good standing with the Service Provider on any existing invoices

Coverage Exclusions & Exceptions
 The costs associated to all purchases, the Service Provider is only acting as a facilitator and will invoice all approved quotes.

Service Levels & Performance Goals
 General Service Levels Apply

Service Level & Performance Exceptions
 When parts or equipment are out of stock or on backorder the instance is exempt from general service levels.

*Dependent on the Technology being utilized and may not be available

Group 14 - Vendor Management Coverage

Service Provider Activities	Frequency	Detailed Description
Act as the single point of contact for Client Requests and interact with vendors to address IT problems and problems with applications on the Client's behalf.	As Needed	

Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		

Value Reporting*	Frequency	Detailed Description
N/A		

Service Onboarding Activities	Frequency	Detailed Description
Vendor Assessment and Documentation	Once Per Vendor	
Establish official relationship with each vendor	Once Per Vendor	Only applicable when necessary

Serviceable Technologies	Supported Versions and Releases
N/A	

Serviceable Conditions
 Service and support contracts or agreements must be in place between the Vendor and the Client.

Coverage Exclusions & Exceptions
 Any and all service or support fees with the managed vendors.

Service Levels & Performance Goals
 The general service levels apply but are contingent upon the Vendor's defined service levels. (The lengthier levels will take precedence)

Service Level & Performance Exceptions
 When the service from the vendor and their defined service levels exceed that of the Service Providers. The vendor's service levels will take precedence.

*Dependent on the Technology being utilized and may not be available

Group 15 - IT Asset Management Coverage

Service Provider Activities	Frequency	Detailed Description
IT Asset Inventory Updates	As Needed	
IT Asset Lifecycle Assessment	Annually	
IT Asset Recycling	As Needed	Some fees may be associated to this service.
Monitors & Service Monitoring*	Frequency	Detailed Description
LT – New Computer Detected	Continuous	
LT – New Device Detected	Continuous	
Value Reporting*	Frequency	Detailed Description
Asset Summary Report	As Needed	
Hardware Report	As Needed	
Service Onboarding Activities	Frequency	Detailed Description
IT Environment Assessment and Tracking	Quarterly	

Serviceable Technologies

N/A

Supported Versions and Releases

Serviceable Conditions

Service Provider's agent software is deployed to all covered workstations and servers.

Physical access to every covered site is available or alternative methods of documenting remote site assets is determined.

New covered assets are sold to Client by DNS or setup by DNS workbench and certified prior to field deployment on Client network

Coverage Exclusions & Exceptions

The cost of any hardware, software, or licenses.

The disposal costs or fees of any hardware or other IT equipment.

Service Levels & Performance Goals

All IT Assets tracked and logged inside the Service Provider's Asset Management Software

Service Level & Performance Exceptions

Equipment purchased or procured without the Service Provider's awareness.

*Dependent on the Technology being utilized and may not be available

Group 16 - Professional Services Consulting/Virtual CIO Coverage

Service Provider Activities	Frequency	Detailed Description
Business Review	Annually	
IT directional guidance	As Needed	
Project and New Technology/Service Software Selection	As Needed	
Monitors & Service Monitoring*	Frequency	Detailed Description
N/A		
Reporting*	Frequency	Detailed Description
N/A		
Service Onboarding Activities	Frequency	Detailed Description
Initial Business Needs Assessment	Once Per Client	
Serviceable Technologies	Supported Versions and Releases	
N/A		
Serviceable Conditions		
N/A		

Coverage Exclusions & Exceptions

The execution and implementation of recommendations may not be covered unless otherwise indicated within this Agreement.
 The cost of any hardware, software, licenses, or services that are necessary to implement any recommendations.

Service Levels & Performance Goals

N/A

Service Level & Performance Exceptions

N/A

*Dependent on the Technology being utilized and may not be available

End of Agreement

Digital Network Solutions, LLC
Per User Monthly Managed Services Agreement
Coastal Mississippi

Executive Summary:

The scope of this proposal is to provide monthly support service for the IT systems under the following agreement for Coastal Mississippi by Digital Network Solutions, LLC (DNS).

Agreement and Terms:

Digital Network Solutions, LLC will provide IT support Coastal Mississippi for a rate of \$95 per user for 17 users included per month for all work performed during client business hours for a total of \$2584 per month for included support and services for a period of thirty six (36) months.

Additional users added above the listed 17 users will increase the monthly per user support fee
Work outside of normal business hours billed at \$165 an hour.

By accepting this agreement client agrees to terms listed in master services agreement. Onboarding fee: \$2500

Term:

End of Term:

At the end of thirty six (36) term, Coastal Mississippi and DNS can choose to continue the per month at the current per user rate or renegotiate based on current needs.

Coastal Mississippi can also switch to standard per hour support billed monthly at DNS current hourly rate at the end of the term.

If Coastal Mississippi does not notify DNS by email to helpdesk@dnsms.com or postal mail 30 days prior the end of the term that it wishes to change its support options, the monthly per user support fee and other costs will continue to be billed on a per month basis

Services covered by this proposal:

- Remote IT support
- Onsite IT support
- Workbench repair services performed at DNS office

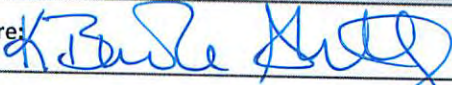
Services not covered by this proposal:

- Equipment and Software Purchases
- Licensing costs
- Additional monthly managed service costs
- IT Project Work
- Cabling Project Work
- Hosting costs
- DNS Managed Cloud Services Monthly fees

To accept and activate this proposal, the management of Coastal Mississippi must approve the terms listed and an authorized officer must sign, date and return to Digital Network Solutions, LLC:

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Digital Network Solutions, LLC (Service Provider)	Coastal Mississippi (Client)
Signature:	Signature: 
Printed Name:	Printed Name: <i>Brooke Shultz</i>
Title: CEO	Title: <i>President</i>
Date:	Date: <i>2/24/22</i>



Letter of Agreement

This Agreement, dated, Monday Feb 21st, 2022 entered into and agreed upon between BSLO,LLC. d/b/a Hollywood Casino Gulf Coast Bay St. Louis (hereinafter referred to as Hollywood Casino Gulf Coast Gulf Coast) and Coastal Mississippi, according to the terms and conditions as outlined below. Hollywood Casino Gulf Coast Gulf Coast agrees to hold the space listed below on a tentative basis until 03/07/2022. Coastal Mississippi and Hollywood Casino Gulf Coast Gulf Coast agree that if this Agreement is not signed and returned to Hollywood Casino Gulf Coast Gulf Coast by 03/07/2022, the space as outlined will be released for sale and none of the conditions of this Agreement shall be binding to either party.

NAME OF CLIENT: Coastal Mississippi
NAME OF EVENT: Travel FAM
DATE: 04/10/2022 -04/12/2022

CONTACT: Zachary Holifield
ADDRESS: 2350 Beach Blvd. Suite A
Biloxi,MS,39531

TELEPHONE: (228) 280-3133
E-MAIL: zachary@coastalmississippi.com

GUEST ROOM BLOCK:
The following guest room block has been reserved for the Coastal Mississippi on a tentative basis:
Guest room types have been requested for the dates listed below. Although we will do our best to accommodate your request, the rooms assigned will be based on availability at the time the reservation is received.

ROOM RATES:
Hollywood Casino Gulf Coast is pleased to confirm the following guest room rates for Coastal Mississippi during the above dates:

Table with 4 columns: Room Type, Sun 04/10/2022 (Rooms, Rate), Mon 04/11/2022 (Rooms, Rate). Row 1: Double Queen Non Smoking, 13, \$89.00, 13, \$89.00

The above rates represent our special group rates and are subject to a 7% Mississippi State tax and 2% occupancy tax.

The above rates are net non-commissionable.

RESORT FEES: \$11.99 per room / per night plus applicable tax Waived (with handwritten 760 in a circle)

CHECK-IN & CHECK-OUT TIMES:
Check-in time is 3:00 P.M. and check-out time is 11:00 A.M. Guest check-in cannot be guaranteed prior to 3:00 P.M. If you anticipate a large number of early arrivals or late departures, arrangements for appropriate baggage hold must be made with your Convention Services Manager.

RESERVATION PROCEDURES:

**It is our understanding reservations will be made by list
Group Code (COA0410)
These reservations must be received by 03/11/2022**

Any reservations received after 03/11/2022 will be accepted on a space and rate availability basis.

CUT-OFF DATE:

**Hollywood Casino Gulf Coast will accept reservations until 03/11/2022
if the group rate is not available after 03/11/2022, the prevailing rack rate will apply.**

INDIVIDUAL CANCELLATIONS/NO SHOWS:

Hollywood Casino Gulf Coast will allow guests the right to cancel their individual guest room reservation without penalty up to 72 hours prior to arrival. Based on contracted billing arrangements, Hollywood Casino Gulf Coast will charge the individual's credit card or bill the master account one night's room rate for any reservations cancelled within 72 hours of arrival or the guest's failure to check in. Any remaining nights of a "no show" reservation will be cancelled.

DEPOSIT & PREPAYMENT: Room & tax to master / IPO incidentals

MASTER ACCOUNT PAYMENT: Room & tax to master / IPO incidentals

BILLING INFORMATION: Room & tax to master / IPO incidentals

GENERAL LIABILITY:

Hollywood Casino Gulf Coast and Coastal Mississippi shall each indemnify and hold harmless the other against any claim, loss, damage or expense, including reasonable attorneys' fees caused by its group members, employees, principals, agents, servants or independent contractors, while acting within the scope of their employment or agency that a court finally awards or that the indemnifying party agrees to in settlement. The above-referenced indemnification is subject to and conditioned upon the following: (i) prompt notice in writing to the indemnifying party of any actual or threatened claim; (ii) the indemnifying party's absolute control over the defense of any such claim, with legal counsel of its choice; and (iii) the reasonable cooperation in such defense by the party being indemnified, provided the indemnifying party bears the reasonable expenses of such cooperation. Neither party shall in any event be responsible to the other for indirect, special or consequential damages.

PROVISIONS

This agreement shall be governed and interpreted by the laws of the State of Mississippi and that the appropriate courts of Hancock County, Mississippi shall be the proper venue for any disputes involving this agreement.

In the event that it is necessary for a party to this agreement to pursue an enforcement action to enforce any of the terms of this agreement, the non-defaulting party shall be entitled to reimbursement for and recoupment of all costs and expenses incurred in enforcing this agreement, including but not limited to a reasonable amount for attorneys' fees.

Notwithstanding anything to the contrary contained herein, BSL, Inc. may assign this agreement to any of its affiliates without providing notice to or obtaining the consent of the client / vendor in connection with the announced restructuring of its parent, Penn National Gaming, Inc. to separate its operating assets from its real property assets

CONTRACT DUE DATE:

The program as identified is being held on a tentative basis and is not considered definite until Hollywood Casino Gulf Coast receives the signed Agreement. Upon receipt of the jointly signed agreement, a mutual confirmation and agreement will exist between Hollywood Casino Gulf Coast and Coastal Mississippi . Both parties will be bound to the terms and conditions herein.

If the above details meet your approval, please sign and return the Letter of Agreement no later than 03/07/2022 . If a signed agreement has not been received by Hollywood Casino Gulf Coast prior to 03/07/2022, Hollywood Casino Gulf Coast shall have the right to contract with other parties for the space described herein without further notice.

ENTIRE AGREEMENT: The Agreement constitutes the entire understanding between the parties with regard to the subject matter of said agreement. There are no other understandings, expressed or implied, written or oral. This agreement may not be modified, and no other provision herein shall be waived, except by a written instrument signed by both Parties. No waiver of any term or condition, unless expressly stated in the written instrument constituting the waiver. In the event of a conflict between any of the Agreement, the terms of this Amendment shall control

NOTE: All changes to this document must be approved by your Sales Manager prior to executing this Agreement.

Coastal Mississippi
St. Louis

BSLO, LLC. d/b/a Hollywood Casino Gulf Coast Bay

By: JUDY YOUNG
Title: Exec Director
Date: MARCH 10, 2022

By: [Signature]
Title: Sales Manager
Date: 3/11/22

This page must be completed for each event, even if company has previously established credit.

Name of Company: _____

Date of Function: _____

I authorize the following charges marked below to be placed on the Master Account.



Sleeping Rooms (Room and Tax only)

Incidentals

Restaurant/Room Service Charges

Baggage

Phone Calls

Movies/Internet Services

R.V. Park Charges

Golf Charges

Pro Shop Charges

Gift Shop Charges

Meeting Room Rental and Breaks

AV and Rental Equipment

Fax and Copy Charges

Banquet Food

Banquet Bar

Other (specify): _____

Judy Gray

Signature

3/10/22

Date

Please list those individuals authorized to sign for charges to the Master Account.

PLEASE READ ALL CAREFULLY BEFORE SIGNING

I certify that I am an authorized person, office or director of the company applying for credit and direct billing. I understand that all bills are submitted within 30 days after completion of our stay or function at Hollywood Casino. I also understand that my company or organization will be held responsible for any finance charges and any and all collection costs Hollywood Casino incurs if this account becomes delinquent.

By signing below, I and my company are accepting the full responsibility for payment of all charges made by the persons named on the above application.

Judy Gray

Signature

3/10/22

Title

Date

FOR HOLLYWOOD CASINO USE ONLY:

Date application received:

Approved by:

Gulfport Beachfront
COURTYARD®
BY MARRIOTT

Group Sales Agreement
 Courtyard by Marriott Gulfport Beachfront
 1600 East Beach Boulevard
 Gulfport, MS 39501

February 18, 2022

PROPERTY CONTACT

Sales Manager: Dan Creppel
 Phone: 228-864-4310
 Email: dan.creppel@marriott.com

GROUP DETAILS

Account: Coastal Mississippi - CVB
 Group: Group Travel Leader FAM
 Arrival: Monday, April 11, 2022
 Departure: Wednesday, April 13, 2022
 Contact: Renata Flot
 Destination Services Executive
 Address: 2350 Beach Blvd. Ste. A
 Biloxi, MS
 39531
 Phone: 228-896-6699
 Email: renata@coastalmississippi.com

GUESTROOMS & RATES

Courtyard by Marriott Gulfport Beachfront					
		Mon Apr 11		Tue Apr 12	
	Occupancy	Rooms	Rate	Rooms	Rate
Ocean View Single King	5	13	\$106.00	13	\$106.00

Room Information

The number of rooms requested are indicated above.

Rate Information

Room rates quoted have been based upon the arrival and departure pattern indicated above. Any changes will require review of rate and room availability, renegotiation may be necessary.

If your organization is Tax Exempt, we are required by the State of Mississippi Tax codes to have a copy of your Mississippi State Tax Exemption Letter on file in our office. Method of payments accepted in order to receive exemption status are state agency/organization check, school district/administration, or a Federal government issued credit card. Otherwise, all taxes must be paid. Personal checks and individual debit or credit card accounts do not apply for tax exempt status.

<p style="text-align: center;">Method of Reservation</p> <p>Reservations will be made by Rooming List. <u>Guarantee Method:</u> Bill to Master <u>Sleeping Room Method of Payment:</u> Bill to Master</p>	<p style="text-align: center;">Cutoff Date: Saturday, March 12, 2022</p> <p>Reservations must be received by 3/12/2022; thereafter, reservations will be taken based on availability.</p> <p><u>Room Block Pick Up:</u> Prior to the group block cutoff date, the hotel may attempt contact with group representative to discuss and assess the pace of guest rooms picked up within the block. The hotel reserves the right to reduce room blocks that are not within 75% actualization 15-30 days before cutoff date.</p>
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GENERAL TERMS AND CONDITIONS

The Group will have the option of reviewing the pick up performance of the group 45 days prior to arrival. At that time, the Group may decrease the block by a maximum of 10%.

Cancellations:

Group Sleeping Room Cancellations: Individual cancellation less than 14 days prior to arrival will result in a one night penalty on peak nights. Block cancellation less than 45 days prior to arrival will result in a one night penalty on peak nights for all rooms within the block at the time.

Additional Information:

Impossibility: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Courtyard by Marriott Gulfport Beachfront and an authorized representative of Group Travel Leader FAM.

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned by Friday, March 4, 2022 or Courtyard by Marriott Gulfport Beachfront reserves the right to release the guest rooms held.

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of Group Travel Leader FAM.

Customer

Name: Judy Young
Title: Exec Director
Signature: Judy Young
Date: 3/10/22

Property

Name: Dan Creppel
Title: Sales Manager
Signature: Dan Creppel
Date: 3/11/2022

Quotation #38107

Hotard Coaches, Inc.

2838 Touro St.
New Orleans, LA 70122

Tel No: 800.356.6831
Fax No: 504.944.8650

E-mail: charters@hotard.com
Website: www.hotard.com

Sales Rep: Rudy Hulett
Rudy@aaahinc.com

Ari Covacevich
Coastal Mississippi
2350 Beach Blvd
Ste A
Biloxi, MS 39531

Thank you for your inquiry. We are pleased to be able to provide a quote based upon your requirements as detailed below. If you have any questions or would like to book, please contact your sales person.

Quotation ID	38107/57191	Ref 1	
Date	2/24/2022	Ref 2	
First Pick-up	Hollywood Casino & Resort Gulf Coast	Destination	Biloxi, MS
Depart Date	Sun 4/10/2022	Arrival Date	Wed 4/13/2022
Time	06:00 PM	Time	02:00 PM
One Way	Yes	Leave Date	Wed 4/13/2022
Round Trip	No	Time	02:30 PM
		Back Date	N/A
Passengers			

Quantity	Seats	Vehicle Description	
1	56	Coach	
MOVEMENT TOTAL			<u>\$4,771.75</u>

This quote is valid for 10 days and is based upon the services detailed in your request. Any changes in the details will impact the price accordingly. A firm booking will be placed when confirmation of quote acceptance has been provided, subject to availability at the time of confirmation.

Charter Terms & Conditions continued...

OXYGEN CANISTERS

If any members of your party will use personal oxygen canisters, you must notify your salesperson at least 7 days prior to your trip's departure. Passengers are permitted to carry on 2 canisters inside the vehicle. Canisters stored in the luggage bays must be properly packaged in protective cases with safety caps on the valves. Canister may not exceed 4.5 inches in diameter and 26 inches in length

PROHIBITED ITEMS/ACTIONS

SMOKING/VAPING IS STRICTLY PROHIBITED AT ALL TIMES ON THE VEHICLES.

Firearms are not permitted on our vehicles. Marijuana and Illegal/Controlled Substances are not permitted on our vehicles. Animals, other than service dogs for which Hotard has been given prior notice, are not allowed on our vehicles. Hotard reserves the right to refuse to transport any person under the influence of alcohol or drugs, or whose conduct is objectionable to the driver or other passengers, this includes foul language and aggressive behavior. Standing while the vehicle is in motion is prohibited.

ALCOHOLIC BEVERAGES

If alcoholic beverages are brought onboard, a cleaning/security deposit will be required. If, after completion of your trip, the coach is not left in good condition, the deposit will be forfeited, and if additional cleaning is required, additional charges will be assessed. Glass containers and kegs are not permitted on the vehicle's passenger cabin or luggage bays.

LIABILITY/RESPONSIBILITY

We are not responsible for any items left onboard the vehicle or for damage to or loss of any items transported on our vehicles or handled by our drivers. Nor are we responsible for delays to your trip caused by traffic or road conditions, weather conditions, mechanical failures or any losses that may be incurred by the client for services secured through other vendors. Customers are liable for extraordinary cleaning and all repairs to our vehicle (beyond normal wear and tear) caused by the members of their party. Customers are responsible for road tolls, parking, driver's lodging, airport fees, and attraction fees.

DEPARTMENT OF TRANSPORTATION REGULATIONS

The Department of Transportation requires that your coach operator drive no more than 10 consecutive hours or be on duty for more than 15 hours each day without having 8 consecutive hours off. To assure that we are in compliance with DOT regulations, a complete itinerary for your entire trip must be submitted no later than 10 days prior to your charter's departure. The itinerary must include full details regarding all stops, addresses, and times the group will need use of the vehicle.

FARM OUT


Hotard reserves the right, at our sole discretion, to substitute/subcontract equipment from our fleet or another company, if necessary to fulfill this charter agreement.

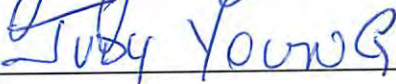
AIRPORT TRANSFERS

Your group is responsible for notifying Dispatch of any flight changes. Services may be rescheduled based on availability. Additional charges may apply.

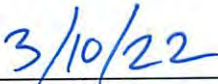
FORCE MAJEURE

Hotard Coaches, Inc. is not responsible for damages resulting from cancellations, partial cancellations, or delays in service caused by Acts of God; natural disasters; national, state, or local states of emergency; acts of war or terrorism; labor strike or lock-out; pandemic; quarantine; or any other reason beyond our control.



Signature


Print Name



Date

Charter Number



Hotard Coaches, Inc.
 2838 Touro Street
 New Orleans, LA 70122
 504-942-5700 * fax: 504-944-8650
 charters@hotard.com

Charter Terms & Conditions

In order to secure equipment and other services, signed copies of your Acceptance Contract and Charter Terms & Conditions must be on file in our office with your required payment. If your payment is not received by the due date indicated on your Acceptance Contract, your charter will be subject to cancellation with no guarantee of subsequent vehicle or driver availability.

DEPOSIT/FINAL PAYMENT

A deposit of \$250.00 per bus is due within 10 days of confirming the service. Final payment is due 30 days prior to departure. Full payment is due at time of booking for all charters booked within 30 days of departure. Payments are accepted by company or client check drawn only on a U.S. bank account, wire, money order, Visa, MasterCard, Discover or American Express. Cash is only accepted at our New Orleans office, Monday through Friday, 9am to 4pm. There will be a \$25.00 charge for all NSF checks. There will be a 3% convenience fee added when paying online by credit or debit card. Include your charter number on your check or money order.

CANCELLATION

If cancellation occurs:

More than 30 days prior to your charter's scheduled departure, all payments are refunded;

30 days to 15 days prior to charter departure, deposit is forfeited;

14 days to 1 day prior to charter departure, 50% of the total charter cost AND all charges for optional services (tour guides, onsite staff, permits, etc.) are forfeited;

Less than 24 hours prior to charter departure, all costs are non-refundable.

OPTIONAL SERVICES

Optional services such as tour guides, onsite staff, permits, etc. will be booked only upon receipt of payment for those services and are non-refundable if charter is cancelled within 14 days of departure date.

ITINERARY

Your service is confirmed for the contracted times, locations, and mileage. A complete itinerary must be provided to your salesperson at least 7 days prior to your trip and will be reviewed and approved. Extension of service/changes to service during charter is subject to availability, must be approved by our dispatch department, and may require payment by credit card at the time of the request.

DRIVER REQUESTS/DRIVER GRATUITY

Requests for specific drivers are welcomed and should be made at the time of booking. We always attempt to accommodate these requests, although due to scheduling, driver assignments cannot be guaranteed. Your driver is here to serve you and your group. Therefore, if you feel your driver has shown exceptional hospitality, gratuity is appreciated.

ACCOMMODATIONS FOR DISABLED PASSENGERS

Clients requiring a wheelchair accessible motorcoach must advise their salesperson when making the reservation. Our wheelchair lifts will accommodate wheelchairs only, and have a weight limitation of 600 pounds, including one person and a wheelchair. Each coach can accommodate a maximum of 2 wheelchairs inside the passenger compartment. The motorcoach seating capacity is reduced by 4 seats per wheelchair. Personal mobility devices (scooters, walkers, etc.) weighing less than 75 pounds or that can be broken down by the user are permitted to be stored in the luggage compartment under the vehicle.

Signature

Judy Young

Date

3/10/22

Print Name

JUDY YOUNG

Charter Number

Client ID	COASTA-H	Charter ID	56827
Client		Movement ID	123310
Company	Coastal Mississippi	Status	Firm
Ref 1	Fam Tour	Sales Rep	Rudy Hulett
Ref 2		Email	Rhulett@aaahinc.com

First Pick-up	Hollywood Casino & Resort Gulf Coast	Destination	Biloxi, MS
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Depart Date	Sun 4/10/2022	Time	06:00 PM	Arrival Date	Wed 4/13/2022	Time	02:00 PM
One Way	Yes			Leave Date	Wed 4/13/2022	Time	02:30 PM
Round Trip	No			Back Date	N/A	Time	

Seats	Vehicle Description	Vehicle No
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56	Coach	1
MOVEMENT TOTAL		\$4,771.75

Driver Description	Vehicle No	Driver Description	Vehicle No
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CDL Driver	1		
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Instructions	Additional Instructions
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Zachary Holifield and Renata Flot-Patterson ????	Itinerary Attached
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Confirmed: 3/24



I understand the Charter is not confirmed until a signed copy of this confirmation has been returned. I understand full payment is due based on the timeline listed in the Terms & Conditions. I agree to the cancellation policy as listed in the Terms & Conditions. I confirm the above information is correct and agree to the Terms & Conditions attached.

Signature		Print Name		Date	
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