

**AMENDMENT NUMBER 7
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY
AGREEMENT BY AND BETWEEN
COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 7 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 7") is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County") and Science Applications International Corporation, ("Supplier"). All capitalized undefined terms in this Amendment 7 will be as defined in the Agreement.

RECITALS

WHEREAS, the Managed Services Network, Voice and Security Agreement was entered into by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Supplier entered into the Agreement effective October 17, 2018 ("Reference Date"); and

WHEREAS, the parties have previously made the following amendments to the Agreement: Amendment 1, dated October 22, 2019 ("Amendment 1"); Amendment 2, dated June 24, 2020; Amendment 3, dated February 9, 2021 ("Amendment 3"); Amendment 4, dated May 26, 2021 ("Amendment 4"); Amendment 5, dated March 8, 2022 ("Amendment 5"); and Amendment 6, dated May 23, 2023 ("Amendment 6").

WHEREAS, the Parties desire to enter into this Amendment 6 for the purposes of modifying: (1) the Agreement agreed to in previous amendments to the Agreement by amending provisions, including extending the Initial Term to June 30, 2027; (2) Exhibit A.2 (Converged Network Services FSA) to update certain sections and make administrative updates; (3) Exhibit A.4 (Security Operations Center FSA) to update Table 14 (Security Incident Assessment and Response Responsibilities); (4) Exhibit B.2 (Form of Type 1 Work Order) to update Section 22 (Supplier Personnel Cost); (5) Exhibit B.3 (Form of Type 2 Work Order) to update Section 22 (Supplier Personnel Cost); (6) Exhibit B.4 (Form of No Charge Work Order) to update Section 19 (Supplier Personnel Cost); (7) Exhibit C (Service Management and Life Cycle Services Tool) to replace references to [REDACTED] with [REDACTED]; (8) Exhibit H.1 to incorporate the two new Service Level Requirements, numbers 24.1 and 24.2, update Service Level Requirements number 24 and to reweigh the Weighting Factors; (9) Exhibit J (Training and Certification Requirements) to replace references to [REDACTED] with [REDACTED]; (10) Exhibit K (Key Personnel) to update the Supplier Key Personnel information for the Deputy Program Manager; (11) Exhibit L.1 (County Locations and Location Tiers) to incorporate new and delete vacated County

Locations; (12) Exhibit P (Pricing) to incorporate allowable travel expenses; (13) Exhibit P.1.1 (Monthly Fixed Fee Payments) to reflect a \$250,000 credit for Contract Year 8 and the increase in scope for the management of additional Network Equipment; (14) Exhibit P.2 (Pricing Limits) to update the Contract Sum and Reserved Dollars; (15) Exhibit P.6 (Year-to-Year Price Performance Improvements) to replace references to [REDACTED] with [REDACTED]; (16) Exhibit R (Required Reports) to incorporate one new report related to Circuit services provided by County Third Party Vendors; and (17) Exhibit W (County Policies, Procedures and Guidelines) to incorporate the County Travel Policy.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

AGREEMENT

A. The Parties hereby agree to amend the Agreement as follows:

1. The Agreement is deleted in its entirety and replaced with the attached amended and restated Agreement - Revision 3, which is incorporated into this Amendment by this reference, and shall be effective upon the Effective Date of this Amendment 7.
2. Exhibit A.2 (Converged Network Services FSA) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit A.2 (Converged Network Services FSA) – Revision 1, which is incorporated into the Agreement by this reference.
3. Exhibit A.4 (Security Operations Center FSA) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit A.4 (Security Operations Center FSA) – Revision 2, which is incorporated into the Agreement by this reference.
4. Exhibit B.2 (Form of Type 1 Work Order) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.2 (Form of Type 1 Work Order) – Revision 2, which is incorporated into the Agreement by this reference.
5. Exhibit B.3 (Form of Type 2 Work Order) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.3 (Form of Type 2 Work Order) – Revision 3, which is incorporated into the Agreement by this reference.
6. Exhibit B.4 (Form of No Charge Work Order) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.4 (Form of No Charge Work Order) – Revision 1, which is incorporated into the Agreement by this reference.
7. Exhibit C (Service Management and Life Cycle Services Tool) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached

Exhibit C (Service Management and Life Cycle Services Tool) – Revision 3, which is incorporated into the Agreement by this reference.

8. Exhibit H.1 (Service Level Requirements Table) – Revision 4 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Level Requirements Table) – Revision 5, which is incorporated into the Agreement by this reference.
9. Exhibit J (Training and Certification Requirements) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit J (Training and Certification Requirements) – Revision 2, which is incorporated into the Agreement by this reference.
10. Exhibit K (Key Personnel) – Revision 6 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 7, which is incorporated into the Agreement by this reference.
11. Exhibit L.1 (County Locations and Location Tiers) – Revision 2 is deleted in its entirety from the Agreement and replaced with the attached Exhibit L.1 (County Locations and Location Tiers) – Revision 3, which is incorporated into the Agreement by this reference.
12. Exhibit P (Pricing) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P (Pricing) – Revision 2, which is incorporated into the Agreement by this reference.
13. Exhibit P.1.1 (Monthly Fixed Fee Payments) – Revision 4 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.1.1 (Monthly Fixed Fee Payments) – Revision 5, which is incorporated into the Agreement by this reference.
14. Exhibit P.2 (Pricing Limits) – Revision 4 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.2 (Pricing Limits) – Revision 5, which is incorporated into the Agreement by this reference.
15. Exhibit P.6 (Year-to-Year Price Performance Improvements) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.6 (Year-to-Year Price Performance Improvements) – Revision 1, which is incorporated into the Agreement by this reference.
16. Exhibit R (Required Reports) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit R (Required Reports) – Revision 3, which is incorporated into the Agreement by this reference.
17. Exhibit W (County Policies, Procedures, and Guidelines) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit W (County Policies, Procedures, and Guidelines) – Revision 3, which is incorporated into the

Agreement by this reference.

B. This Amendment 7 shall be effective upon the latest date it is executed by both Parties.

C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its amendments/modifications remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior modifications/amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 7 and any provision of the original Agreement, and/or its amendments/modifications, other than this Amendment 7, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments/ modifications, and the original Agreement in the following order:

1. Amendment 7;
2. Amendment 6;
3. Amendment 5;
4. Amendment 4;
5. Amendment 3;
6. Amendment 2;
7. Amendment 1;
8. The original Agreement.

(Signatures provided on the following page)

The Parties evidence their entire agreement to the terms of this Amendment 7 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Vincent R. Magaña

Print Name

James R. Maggino

Signature

Contracts, Senior Principal

Title

December 11, 2023_____

Date

COUNTY OF ORANGE,
a political subdivision of the State of California

KC Roestenberg

Print Name


County Chief Information Officer

Title

Signature _____

Date _____

**APPROVED AS TO FORM
COUNTY COUNSEL**



David Obrand, Deputy County Counsel

Approved by Board of Supervisors on: _____



AMENDED AND RESTATED

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT –
REVISION 3

BY AND BETWEEN

COUNTY OF ORANGE

AND

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

OCTOBER 17, 2018

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MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

This Managed Services Network, Voice, and Security Agreement (“**Agreement**”), dated for reference purposes as of October 17, 2018 (“**Reference Date**”), is entered into between the County of Orange (“**County**”) and Science Applications International Corporation (“**Supplier**”), a Delaware corporation having a principal place of business at 4065 Hancock Street, San Diego, CA 92110. County and Supplier shall be referred to each individually as a “**Party**” and, collectively, as the “**Parties**” to this Agreement.

RECITALS

- (A) The Parties agree that the strategic and business objectives to be accomplished through this Agreement include:
- (i) providing secure, reliable, and scalable County converged network, voice communication, security, integrated, and other Services to the County’s Authorized Users that meet the County’s ongoing and evolving network, voice, and security requirements;
 - (ii) supporting County programs and the end-to-end delivery of the Services through Supplier’s coordination and interaction with third parties;
 - (iii) reducing County’s overall costs for Services;
 - (iv) providing County with increased visibility and variability with respect to its cost of receiving the Services and achieving best market value;
 - (v) improving County’s ability to manage its cost of Services, leverage its technology investments, and reduce recurring Service costs;
 - (vi) providing the Services to meet or exceed County’s Service Level Requirements and deliver continuous improvement in price and performance through Supplier Best Practices as to the Services;
 - (vii) gaining access to a strong bench of skill sets to support future growth and to provide high-quality Services at a competitive cost;
 - (viii) gaining access to resource flexibility to meet changing County business needs;
 - (ix) improving proactive management of the Converged Network, Voice Communications, and Security Operations as demonstrated by continuous reductions in Incidents and the analysis and prevention of Problems and improvement of performance, availability and reliability;
 - (x) aggressively improving and standardizing existing, and creating new, processes to increase efficiencies and performance, and reduce costs without major disruption to County’s business or increasing County’s investment and/or payment obligations;
 - (xi) realizing significant and tangible savings and efficiencies from standardization and process improvements during the Term of the Agreement and demonstrating the ability to consistently and timely provide the right resources needed to efficiently and effectively address the Service delivery needs;
 - (xii) obtaining flexibility to timely expand and contract the Services to meet County’s business requirements;
 - (xiii) increasing the level of customer service and satisfaction;
 - (xiv) adhering to, and as Approved by Customer, improving data privacy and information security protections; and

(xv) complying with statutory and regulatory obligations and orders that are applicable to County.

(clauses (i) – (xv) are collectively referred to herein as the “**Business Objectives**”).

- (B) The Parties acknowledge that a principal objective of County in entering into this Agreement is to ensure that the Services enable County to achieve the Business Objectives. Supplier agrees to provide the Services in accordance with the Service Level Requirements, Business Objectives, and the other requirements of this Agreement.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein by this reference) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. TERM

1.1. Initial Term

This Agreement and each Functional Service Area shall be effective as of the Reference Date and shall continue in effect for eight (8) Contract Years (the “**Initial Term**”), unless terminated earlier as provided herein. “**Contract Year**” means a period during the Term commencing on the July 1 or an anniversary thereof and ending on June 30 one (1) year thereafter (or, if earlier, on the last day of the Term). For the purposes of determining Contract Years, the period from Reference Date to June 30, 2020 shall be deemed to be Contract Year 1. If any Contract Year is less than twelve (12) months, the rights, and obligations under this Agreement for that period will be proportionately adjusted.

1.2. Extended Term

County may elect to extend the Term of this Agreement and any one or more Functional Service Area, in each case, for up to one (1) additional term which, at County’s sole discretion, may range in length from thirty (30) Calendar Days to one (1) year (the “**Extended Term**,” together with the Initial Term and any Termination Transition Period as defined in Section 26.3 (Termination Transition Period) below, as applicable, are collectively referred to as the “**Term**”). If County does not exercise its option to extend at the end of the Initial Term, the extension option shall automatically lapse. County shall exercise its extension option by providing Supplier written notice no later than sixty (60) Calendar Days prior to the expiration of the Initial Term or Extended Term. Such notice shall include the length of the Extended Term and the affected Functional Service Areas.

1.3. Charges During Extended Term

The Charges to be paid by County during any Extended Term of this Agreement for the Services shall be the applicable Charges set forth in Section 20 (Pricing) and applicable Work Orders, adjusted as set forth in Exhibit P (Pricing).

2. SERVICES

2.1. Services

As of the Reference Date and continuing throughout the Term, the Supplier shall provide the Services to County, its Affiliates, and the Authorized Users as such Services may evolve or are otherwise supplemented, enhanced, modified, or replaced in accordance with this Agreement. This Agreement may be used by Eligible Customers, including County departments or agencies, joint power authorities in which County is a participant, and other public collaborative efforts. Except as specifically set forth in this Agreement, Supplier shall provide all Supplier Assets, Supplier Intellectual Property, Supplier Third Party Intellectual Property, Supplier Personnel, and all other resources necessary to provide the Services in accordance with the Service Level Requirements and other Requirements of this Agreement. Supplier shall

provide the Services to County as an integrated service offering in accordance with this Agreement and without regard to the lines of business or intra-Affiliate relationships within Supplier's organization from which such Services are offered, or the internal profit center within Supplier's organization to which the financial accounting for a Service is ultimately attributed. To the extent specific Equipment, Software, Intellectual Property, tools, and County Policies, Procedures, and Guidelines are identified, referenced, or referred to in the Agreement or any Exhibits, such Equipment, Software, Intellectual Property, tools, and County Policies, Procedures, and Guidelines shall include any amendments, modifications, updates, and replacements to such Equipment, Software, Intellectual Property, tools, and County Policies, Procedures, and Guidelines by County from time-to-time during the Term of this Agreement.

2.2. Documentation

The Supplier shall provide the Services required with respect to all Documentation in accordance with Section 18 (Documentation and Best Practices), each Functional Service Area, and as otherwise provided under this Agreement. Additionally, at no additional charge to County, Supplier shall provide County with electronic copies of Documentation developed for County under this Agreement (or otherwise required to be provided to County under this Agreement and which Supplier is authorized to provide) in an editable format, as requested by County, on the County's designated shared site to enable County to fully utilize, as permitted under this Agreement, the Services, Equipment, and Software.

2.3. Functional Service Areas

- (A) As of the Reference Date, the Functional Service Areas are the following, all of which are attached hereto and incorporated into this Agreement by this reference, as amended, modified, updated, or replaced in accordance with this Agreement:
 - (i) the Integrated Requirements Functional Service Area set forth in Exhibit A.1 (Integrated Requirements FSA);
 - (ii) the Converged Network Functional Service Area set forth in Exhibit A.2 (Converged Network FSA)
 - (iii) the Voice Communication Functional Service Area set forth in Exhibit A.3 (Voice Communication FSA); and,
 - (iv) the Security Operations Center Functional Service Area set forth in Exhibit A.4 (Security Operations Center FSA).
- (B) This Agreement is a master agreement pursuant to which County and the Authorized Users shall receive the Services in accordance with this Agreement. Supplier shall provide the Services as designated by County in writing from time-to-time. As of the Reference Date, the County Locations at which Services are to be provided are set forth in Exhibit D (Functional Service Area Matrix). From time-to-time, County may require that Supplier provide Services to Eligible Customers not then receiving such Services. Upon such request, Supplier shall provide all such requested Services in accordance with the terms, conditions of this Agreement, and the Charges as provided in Exhibit P (Pricing) applicable to the provision of the same Services to existing Eligible Customers. To the extent a designated County Eligible Customers will have different mixes of the Services at different County Locations, County shall identify in writing the categories of Services to be provided by Supplier to such Eligible Customers and/or County Locations by providing Supplier with an updated version of Exhibit D (Functional Service Area Matrix).
- (C) As part of the Services and included in the Charges specified in the applicable Work Orders and Exhibit P (Pricing), Supplier shall provide all of the Services described in this Agreement and the Work Orders, including those Services described in the Exhibits, all of which are attached to this

Agreement and incorporated into this Agreement by this reference, as such Exhibits are amended, modified, updated, or replaced in accordance with this Agreement.

2.4. Transition-In

2.4.1. Transition-In Plan

- (A) Supplier shall develop and implement a Transition-In Plan that completely describes how Supplier will assume full responsibility for all of the functions and services necessary to facilitate the commencement of the delivery of the Services by the Supplier and achieve the transition of any relevant tasks, functions, and services from County, County's Third Party Vendors, and any incumbent vendors of such Services.
- (B) Supplier shall provide to County the Transition-In Services described in Exhibits T (Transition-In) and T.1 (Transition Requirements) in accordance with the Transition-In schedule set forth in Exhibits T.2 (Transition-In Milestones and Deliverables) T (Transition-In), the Transition-In Plan, and this Section 2.4 (Transition-In). Supplier shall provide the transition-in services without materially (a) disrupting or adversely impacting the business or operations of County or County's Authorized Users, (b) degrading the Services being provided, or (c) interfering with the ability of County or County's Authorized Users to obtain the benefit of the Services, except as may be otherwise provided in the Transition-In Plan. Supplier shall coordinate and facilitate the transition-in services with County's Third Party Vendors and the incumbent vendor of the services. Unless otherwise stated in the Agreement, the transition-in services shall not defer any obligations or liabilities of Supplier under this Agreement.
- (C) In addition to the requirements contained in Exhibit T.1 (Transition Requirements):
 - (i) the Transition-In Plan shall, at a minimum, include detailed descriptions of how Supplier will address the following critical business and operational issues: (a) staff transition from County's incumbent vendor to Supplier, if applicable; (b) a description of all Requirements with respect to the use of County Locations, Equipment, and Software; (c) issues related to the ownership, use and transfer of software licenses and maintenance agreements and Equipment between and among County, County's incumbent vendor and Supplier; (d) taxes, invoices, data protection and employment transition; (e) resource Requirements for County, County's incumbent vendor and Supplier; (f) integration of Supplier's services with legacy environments; (g) the integration of multiple Third Party Vendors who will provide related and inter-dependent services; and, (h) planning to reduce risks;
 - (ii) the Transition-In Plan shall, at a minimum, include the following minimum Requirements and elements: (a) detailed work plan descriptions of all day-to-day activities that must be performed by Supplier, County, and affected Third Party Vendors (who may need to be brought into the transition process contractually or otherwise), together with completion dates for each task; (b) allocating responsibility for all activities (any responsibility not expressly and specifically allocated to County shall be a responsibility of Supplier); (c) a precise governance model; (d) a process whereby the transition activities can be validated and updated accordingly on an on-going basis during the Transition-In Period, including an Approved communication plan; and, (e) the acceptance criteria and testing to be applied by County for evaluating Transition Deliverables; and,
 - (iii) Supplier shall identify each of the following elements in the Transition-In Plan: (a) requirements that will be needed to be provided by County or any of County's existing Third Party Vendors, such as services, assistance, training, or documentation regarding County's business operations or systems; (b) specific descriptions of the tasks and

functions that will be needed to be performed by County, County's Third Party Vendors, and Supplier to integrate the Software provided or utilized by Supplier as part of the Services into County Systems; (c) requirements for access to facilities, Assets, information, documentation, and other material used by County, County's Third Party Vendors, and Supplier that is necessary for Supplier to commence delivery of the Services; (d) Assets that Supplier needs to acquire; (e) a description of Supplier's plans for addressing the transfer of employees of County's incumbent vendor to Supplier; (f) third party consents that will be necessary in connection with the commencement and ongoing provision of the Services by Supplier; (g) a complete description of all costs associated with the transition (unless otherwise identified and allocated by this Agreement or Exhibit T.1 (Transition Requirements)); (h) a plan for allocating responsibility and handling problem resolution between and among County's Third Party Vendors with respect to the transition work and on-going Service delivery; (i) assessing the impact of any Projects that are currently in process and that Supplier will assume from County or County's incumbent vendor; (j) identifying and providing County with a written report that identifies the areas where the Services interface with or touch the services being delivered by County or County's Third Party Vendors; (k) conducting an inventory of all Equipment and Software used by Supplier or otherwise included in the Services; (l) a process and set of standards acceptable to County to be used by Supplier in performing under the Transition-In Plan, that will be used by County to determine whether the transition and each milestone has been completed, including measurable success criteria for each Functional Service Area; (m) a process for County to initiate a delay of or change in any part of the transition if County determines that there is a risk or hazard to County's operations or otherwise; and, (n) a description of contingency risk mitigation strategies to be employed by Supplier in the event of a disruption or delay in transition.

2.4.2. Failure to Comply with the Transition-In Plan

2.4.2.1. Transition Milestones

The Parties recognize and agree that time is of the essence with regard to the accomplishment of those tasks and activities designated as Transition Milestones in Exhibit T (Transition-In). Therefore, if Supplier fails, or if County reasonably determines that Supplier is likely to fail, to meet a Transition Milestone by the date corresponding to such Transition Milestone, as specified in Exhibit T (Transition-In), then, in addition to any other rights and remedies that may be available to the County in accordance with this Agreement, Supplier shall, at County's option (which may be exercised by the CIO or their designee) and at no additional cost to County, provide such additional personnel as may be required or necessary to accomplish all activities, tasks, and Services that were associated with such Transition Milestone either: (A) as soon as practicable, if Supplier has already failed to meet such Transition Milestone; or, (B) by the date corresponding thereto, as specified in Exhibit T (Transition-In), if such date has not yet passed. In addition, a Charge Reduction as set forth in Exhibit H (Service Level Requirements) shall apply.

2.4.2.2. Termination Remedy

In the event Supplier fails to meet the Transition Complete Date as set forth in Exhibit T (Transition-In), unless modified or extended by the written agreement of the Parties Approved by the CIO or his or her designee, in addition to other rights and remedies provided to County under this Agreement, County may elect to terminate this Agreement for convenience pursuant to Section 25.6 (Termination for Convenience) without payment of any obligation, liability, fee, cost, expense, or charge. In addition, Supplier shall be liable for all costs to County incurred in connection with any replacement Services or procurement processes, including attorney and consulting fees, and the difference between the cost of

services which are substantially similar to the Services provided by a replacement vendor as compared to those under this Agreement.

2.5. Equipment and Software Services

- (A) Supplier shall be responsible for any third party fees or expenses associated with the provision of the Services described in this Agreement with respect to (i) equipment, equipment leases, and related third party contracts; and, (ii) software and related third party contracts (including upgrades, enhancements, new versions, or new releases of such equipment and software), in each case for which Supplier owns, licenses, subscribes to, or leases, as applicable, such equipment or software (collectively, “**Supplier Assets**”).
- (B) Supplier also shall be responsible for any third party fees or expenses associated with the provision of the Services described in this Agreement with respect to any new, substitute, or replacement Supplier Assets.
- (C) With respect to (i) Equipment, Equipment Leases, and related Managed Contracts (including upgrades, enhancements, new versions, or new releases of such Equipment), and (ii) Software and related Managed Contracts (including Revisions of such Software), in each case for which Supplier is providing Services, Supplier shall be responsible for: (a) the evaluation, testing, installation, rollout, use, support, management, administration, operation, and maintenance related activities of such Equipment, Equipment Leases, Software, and related Managed Contracts; (b) the evaluation, testing, installation, rollout, use, support, management, administration, operation, and maintenance related activities of new, substitute, or replacement Equipment, Equipment Leases, Software, and related Managed Contracts; (c) the compliance with and performance of all operational, administrative, and contractual obligations, excluding payment, with respect to such Equipment, Equipment Leases, Software, and related Managed Contracts, including nondisclosure obligations, to the extent the performance of such obligations is within Supplier’s control; and, (d) the administration and exercise as appropriate of all rights available with respect to such Equipment, Equipment Leases, Software, and related Managed Contracts.
- (D) In addition to its obligations under Sections 2.5 (A), (B), and (C) above, Supplier shall, upon County’s request, provide its evaluation of any Assets that may be acquired by the County as to the capability of such Assets to provide the features or functions, as they relate to the Services, which the County seeks to obtain.
- (E) For purposes of this Section 2.5 (Equipment and Software Services), all vehicles required for Supplier to deliver the Services are deemed Equipment hereunder, and in accordance with the terms of this Section 2.5 (Equipment and Software Services), Supplier must: (i) provide such vehicles as needed to perform the Services at its own cost, liability, and expense (including associated costs and expenses, such as registration, fuel, and insurance); and, (ii) create a bailment for all Equipment and other County Assets placed in such vehicles.

2.6. Replacement Services

Supplier shall, upon County’s Approval, and at no additional cost to County other than the terms of any applicable Optional Work, replace, upgrade, and provide additional Supplier Assets as may be necessary for Supplier to perform the Services in accordance with the Service Level Requirements, Requirements, and as otherwise provided in this Agreement.

2.7. Technology Refresh Services

Throughout the Term, Supplier shall review at least once every twelve (12) calendar months the performance of the Assets and the County Systems to determine the need for a Refresh to the Assets

currently being used to provide the Services. Supplier shall provide all Services required to implement this Section 2.7 (Technology Refresh Services) at no additional charge to County. Supplier will upgrade and replace all Assets in accordance with (A) the Requirements set forth in the applicable Functional Service Area, (B) in a manner that complies with the County technical architecture and standards, and (C) as otherwise required to deliver the Services in accordance with this Agreement. The Services provided pursuant to this Section 2.7 (Technology Refresh Services) are collectively referred to as “**Refresh**” or “**Refresh Services**” and require County’s Approval prior to implementation. Supplier will implement the Refresh Requirements in accordance with the Change Control Process used by the Parties under the Agreement.

2.8. Technology Lifecycle Management Services

As part of the Services provided by Supplier under Exhibit A.1 (Integrated Requirements FSA) and otherwise under this Agreement, at no additional cost, liability, or expense to the County, and regardless of the Supplier business unit, line of business, or profit center responsible for the most qualified resources, technologies, and/or knowledge, Supplier shall support the improvement and evolution of County’s business and technology systems over the Term by providing (A) County with access to leading technologies, technology, and business process best practices, and expertise regarding technologies and business processes from Supplier’s global resources, including its personnel and that of its business partners; (B) knowledge and education as to new technology-driven business opportunities known to Supplier, to improve both internal and external processes; (C) agile IT support to address County’s changing business needs and leveraging new innovative tools, approaches, and technology to drive operational efficiencies and Sustainable Savings; and, (D) ongoing access to Supplier’s forecasting of trends and directions for technology and evolution and improvement of County’s business processes as provided in this Section 2.8 (Technology Lifecycle Management Services) (collectively, the “**Technology Lifecycle Management Services**”).

2.8.1. Business Process and Technology Evolution

Supplier shall provide the Services using the technologies that will enable County to take advantage of advances in technology and business processes. As part of the Services, Supplier acknowledges and agrees that it will utilize such tools and technologies as the County designates, and that such tools and technologies, and the processes supporting them, shall continue to evolve and change over time, and at a minimum, Supplier and the Services shall (A) keep pace with the leading practices for delivery of services that are the same as or similar to the Services, and (B) support the Business Objectives and needs of County. As set forth in more detail below, Supplier shall also ensure that as to the information technology and business processes utilized by County, it shall provide ongoing assessments and business and technical insights to County as part of the Services. Supplier shall also, as part of the Services and with County’s prior Approval and subject to the Change Control Process, apply technology and process advancements and improvements to the Services at no additional Charge.

2.8.2. Technological Improvements

As part of the Services, Supplier shall routinely and regularly, but at least once every six (6) months during the Term, identify and provide business, technology, and operations insights in writing as to the implementation of technology and business process improvements that are likely to: (A) improve the efficiency and effectiveness of the Services (including increases in cost savings); (B) improve the efficiency and effectiveness of the processes, services, and functions performed by or for County; (C) promote cost savings or revenue increases to County in areas of its business outside the Services; (D) enhance the ability of County to conduct its business and serve its customers; and, (E) achieve the Business Objectives faster and/or more efficiently than the then current strategies. The written insights must be sufficiently detailed to enable the County CIO or his or her designee to effectively evaluate the benefits and other impacts on

the Services of the Supplier technology and business process improvement insights and to make a determination as to whether such improvements are in the best interest of the County. The Supplier technology and business process improvement insights are to be based on the introduction by Supplier of: (A) new technology, features, and/or functions; (B) new processes or best practices; or (C) new workflows, each of (A), (B), and (C) which can be achieved at no new or additional Charge to County.

2.8.3. Supplier Developed Advances

If Supplier develops or implements technological advances in, or changes to, the processes and services and associated technologies used by Supplier to provide the same or substantially similar services utilized by County to other Supplier customers, or if Supplier develops or implements new or enhanced processes, services, software, tools, products, or methodologies supporting the Services used by County to be offered to customers (collectively, “**New Advances**”), Supplier shall provide such New Advances to County as part of the Services under this Agreement, subject to the County’s Approval, the Change Control Process, and the other terms of this Agreement. For the avoidance of doubt, County shall receive such New Advances in connection with the Services set forth under Exhibit A.1 (Integrated Requirements FSA) and otherwise in this Agreement at no additional cost, liability, or expense.

2.8.4. Access to Supplier Technology Skills and Resources

Supplier shall provide the Services under this Section 2.8 (Technology Lifecycle Management Services) using appropriately skilled and experienced Supplier Personnel and without regard to the unit, line of business, or division within Supplier to which such Supplier Personnel are assigned.

2.8.5. Briefings and Proposals on New Advances and Technological Improvements

In furtherance of the requirements of this Section 2.8 (Technology Lifecycle Management Services), Supplier shall provide written notice and a briefing to County annually (or on a more frequent basis as requested by County or as otherwise set forth in Exhibit G (Governance Model)), of any New Advances, Technological Improvements, or other cost or efficiency insights to County in furtherance of the achievement of County’s Business Objectives. Such briefing shall (A) provide Supplier’s assessment of the business impact, performance improvements, and cost savings associated with such New Advances and Technological Improvements, (B) describe the New Advances, Technological Improvements, and other cost or efficiency improvements relating to the Services that Supplier has implemented since the previous briefing, and (C) identify the improvements in the Services that Supplier will implement in the one (1) year period following the briefing. The cost and efficiency component of such reviews, shall include Supplier’s inputs as to: (A) tuning or optimizing the County Systems and Assets used to perform the Services; (B) use and analysis of the results of predictive modeling, trend analysis, and monitoring tools; (C) analysis and isolation of Application and infrastructure design, configuration, and implementation flaws; (D) recommendations for aligning technology processes, tools, skills, and organizational changes with County business requirements; and, (E) employing new technologies in general use by Supplier to replace existing technologies used by Supplier to provide the Services, even if the use of such new technologies will result in a reduction in monthly revenues to Supplier under the Agreement. In the event Supplier fails to include in its annual recommendations New Advances or Technological Improvements to replace existing technologies and processes used by Supplier to provide the Services, and (A) County demonstrates through the internal dispute resolution process that employment of such New Advances or Technological Improvements would result in a reduction of the Charges for the Services, and (B) if County elects to implement such New Advances or Technological Improvements in accordance with this Agreement, County shall implement a Charge Reduction in an amount equal to the cost and expense to County associated with County’s implementation of the New Advances or Technological Improvements.

2.8.6. Knowledge Transfer

As part of the Services, Supplier shall implement a knowledge transfer process to ensure that Supplier Personnel share the knowledge they have gained while performing the Services with County and the Authorized Users. The knowledge transfer process shall ensure that important knowledge, information, and practices are documented by Supplier and Supplier Personnel and provided to County and its designated Authorized Users. At a minimum, such knowledge transfer processes will include Supplier meeting with County and designated Authorized Users at least once every twelve (12) calendar months, or more frequently as County may request, to (A) provide Supplier's Documentation of the County System, (B) provide training, Documentation, and other materials as County may require for County to understand and operate the County System, and (C) provide such other information as set forth in the Technology Lifecycle Management Plan to be provided pursuant to this Section 2.8.6 (Knowledge Transfer).

2.8.7. Technology Lifecycle Management Plan

No later than by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, Supplier shall prepare and deliver to County for Approval a written plan setting forth Supplier's proposed plan for the implementation of the Technology Lifecycle Management Services described in this Section 2.8 (Technology Lifecycle Management Services) (the "**Technology Lifecycle Management Plan**"). County's Approval of the Technology Lifecycle Management Plan by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks (if the Technology Lifecycle Management Plan is not in the Transition-In Plan as of the Reference Date, it will be included by Supplier as the plan is updated) shall be a Key Deliverable as provided in the Transition-In Plan.

2.9. Licenses and Permits

Supplier is responsible for obtaining all licenses, approvals, permits, and authorizations required by applicable Laws that Supplier is required to have in order to perform the Services and, except as otherwise agreed to in writing by the Parties or as otherwise provided in this Agreement, Supplier is financially responsible for all fees, costs, and taxes associated with such licenses, approvals, permits, and authorizations. Supplier shall deliver copies to County within three (3) Business Days of its receipt, all such licenses, approvals, permits, and authorizations.

2.10. Reporting Services

2.10.1. Reports

To monitor the status, performance, and quality of the Services provided to County, Supplier shall provide County with those written Reports described in this Agreement, the applicable Functional Service Areas and Work Orders, Exhibit H (Service Level Requirements), Exhibit R (Required Reports), and ad hoc reports requested by the County which shall be provided by Supplier as Business As Usual, as each such Report may be amended from time-to-time by County (each individually, a "**Report**" and collectively, the "**Reports**"). The nature and time frame of the Reports shall be determined by County. All such reporting shall include allocations or breakdowns as necessary for County's internal chargeback purposes, in accordance with such procedures and materials as may be furnished by County to Supplier in writing from time-to-time. Supplier shall promptly inform County of any known and material deficiencies, omissions, or irregularities in County's requirements or in Supplier's performance of the Services that may come to Supplier Program Manager's attention. Supplier shall use commercially reasonable efforts to furnish County with materials and applicable research and development information, such as published materials and industry studies conducted for or by Supplier, that come to the attention of Supplier Program Manager and pertain to the Services, and that the Supplier Program Manager reasonably believes would assist County in setting its IT-related policies or requirements. Supplier Program Manager shall also advise

County of other relevant matters of a material nature, including those that have a cost associated with them but that reasonably might be helpful to County in setting or revising such policies or requirements.

2.10.2. Report Delivery

Unless stated otherwise in this Agreement, a Functional Service Area, or Exhibit H (Service Level Requirements) and Exhibit G (Governance Model) or as otherwise directed by County, each Report shall be comprised of electronic copies to be delivered to the County Program Manager through the County designated document sharing site with a formal transmittal letter executed by Supplier Program Manager and the applicable County Program Manager. If no time period is designated by County after all of the Reports have been defined and Approved by County, all Reports are due five (5) Business Days after the end of the reporting period or the occurrence of the issue giving rise to the requirement to issue any such Report.

2.10.3. Satisfaction and Communications

County, or a third party engaged by County, shall conduct satisfaction surveys semi-annually during the Term, or more frequently as County may reasonably request. Supplier shall provide reasonable assistance to County to: (A) distribute the surveys to the individuals or groups designated by County to receive the survey; and, (B) follow up efforts to obtain participation and completion of such surveys, in order to obtain meaningful results. County shall gather, analyze, and evaluate the results of the surveys, and such results shall be reviewed with the Supplier Program Manager. Based on the survey results, Supplier shall develop an improvement plan, which shall propose changes to County's and Supplier's IT policies and practices that incorporate the results of, and reflect information learned from, the satisfaction surveys. Such IT improvement plans, and the results achieved through the use thereof, shall be delivered to County for review and a determination as to which recommendations Supplier is to implement as part of the Services.

2.11. Green Computing Services

As part of the Services, Supplier commits to explore, evaluate, and, where appropriate, implement strategies to utilize "**Green IT**" concepts with a goal of reducing the harmful impact of Equipment that is generated or created by the Services Supplier provides to County. In pursuing these goals, Supplier shall seek and identify to County ways to: (A) reduce energy consumption; (B) reduce paper reports and deliverables; and, (C) present to County industry trends in the area of Green IT strategies and opportunities to enable both Supplier and County to seek out methods of supporting a Green IT strategy in the fulfillment of County's IT requirements.

2.12. Optional Work

Upon County's written request and Approval, and pursuant to Section 2.2 (Work Orders) of Exhibit A.1 (Integrated Requirements FSA), the applicable pricing terms set forth in Exhibit P (Pricing), and the other terms of this Agreement, Supplier shall provide Optional Work to the County, including Assets, Professional Services, and Non-Recurring Initiatives, in accordance with this Section 2.12 (Optional Work). As used throughout this Agreement, "**Optional Work**" shall mean services that are different in character from the Services provided under this Agreement, but which facilitate the delivery by Supplier of Services and/or add a new service line or Functional Service Area. The work to be provided by Supplier under this Section 2.12 (Optional Work) or Section 2.2 (Work Orders) of Exhibit A.1 (Integrated Requirements Functional Service Area) has been determined by County:

- (A) to have a relation to the Services in that:
 - (i) they are logically and operationally related to the Services;
 - (ii) they provide operational and business efficiencies by being delivered by Supplier;

- (iii) they are consistent with expertise and capabilities of the Supplier demonstrated to the County; or
- (iv) they are appropriately managed after its completion as part of the Services; and
- (B) to be in the best interests of the County by using a Work Order to cause the work to become part of the Services under the Agreement.

Assets, Professional Services, and Non-Recurring Initiatives may all be purchased as Optional Work in accordance with the terms set forth herein. Optional Work becomes part of the Services upon the County's Approval of an applicable Type 1 Work Order or Type 2 Work Order, or the Approval by the Board of Supervisors of an Amendment. Optional Work is subject to the Reserved Dollars and Contract Sum as set forth in Exhibit P (Pricing). To the extent County will purchase any Assets from Supplier, such Assets shall be specifically identified in the applicable Work Order, including all applicable fees and costs. Supplier warrants that title to each Asset shall pass to County upon delivery to the facility designated by County. Supplier shall ensure delivery of the Assets within the times prescribed in the applicable Work Order. All Assets and the parts therein shall be new and shall not contain any refurbished or used parts.

2.12.1. Optional Work Proposals

If County provides requirements requesting that Supplier perform any Optional Work, regardless of the line of business within Supplier or its related Affiliates or subsidiaries from which the Optional Work will be provided or any existing agreement between Supplier and County relating to such Optional Work, Supplier shall promptly prepare an Optional Work Proposal Response in the form of a detailed (i) Work Order in the form set forth in Exhibit B.2 (Form of Type 1 Work Order) or B.3 (Form of Type 2 Work Order) or (ii) Amendment as directed by County for County's consideration in accordance with the requirements of Section 2.2 (Work Orders) of Exhibit A.1 (Integrated Requirements FSA) at no additional charge to County. Any Optional Work proposal requested by the County to be managed under a project management methodology shall include, in addition to the elements set forth in Section 2.2.3 (Work Order Provisions) of Exhibit A.1 (Integrated Requirements FSA): (A) a detailed project plan and a price estimate for the Optional Work; (B) a detailed breakdown of such price or estimate; (C) detailed input from Supplier as to the Service Level Requirements and other Requirements for such Optional Work that can be utilized by County in connection with its further development and Approval of a Work Order for the Optional Work; (D) a schedule for commencing and completing the Optional Work; (E) a description of any Assets required in connection with the Optional Work; (F) input as to County Locations, Assets, or County Personnel needed in connection with the proposed Optional Work; and, (G) such other items as County may request. If County accepts Supplier's proposal, the Parties will negotiate and mutually agree to a final Work Order or Amendment, as applicable, and supporting documentation for such Optional Work. Notwithstanding the foregoing, all Optional Work proposals shall be additions to and subject to the terms of this Agreement.

2.12.2. Optional Work Terms

Upon execution of the applicable Work Order or Amendment for such Optional Work, the Services included in the Charges will be expanded and this Agreement will be modified to include such Optional Work as part of the Services. The pricing proposed by Supplier shall apply the pricing and labor rates set forth herein for the same or substantially similar resources and shall take into account the existing and future volume of business between County and Supplier. Under no circumstance shall the pricing for any Optional Work, including any sub-element thereof, be structured in a manner that is equivalent to a financing prohibited under Section 18 of Article XVI of the California Constitution or violate any Laws. All Optional Work proposals must be finally Approved by the County in accordance with Section 2.12.3 (Type 1 Work Orders), Section 2.12.4 (Type 2 Work Orders), or Section 2.12.6 (Amendments for Optional Work) herein before any County obligation, liability, fee, cost, expense, or charge of any kind is established.

2.12.3. Type 1 Work Orders

Type 1 Work Orders may only be used to acquire Optional Work when the following conditions are met:

- (A) The services to be provided as Optional Work directly enable the modification, extension, or material enhancement of the Services under the Agreement.
- (B) As to Type 1 Work Orders, the preliminary value to County for such services shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, and that amendments to a Type 1 Work Order that cause the cumulative value of the Work Order to be in excess of the amount listed in the then current County Contract Policy Manual §3.3-102(a)(1) as requiring Board of Supervisors approval must be approved by the Board, and depending on the nature of the change may be changed to a Type 2 Work Order.
- (C) The Work Order is only (1) to describe in detail the Services that will be provided as Optional Work under such Work Order, including the functions and features of the Services, how and where the Services will be performed, the timing of the Services, including implementation, testing, and deployment, and an identification of the resources that will perform the Services; (2) any new pricing for the Services being acquired as Optional Work under such Work Order (for the avoidance of doubt, without modifying and subject to the terms of Exhibit P (Pricing) and otherwise under the Agreement); (3) any new Service Levels for the Services being acquired as Optional Work under such Work Order; and (4) such terms reasonably necessary to implement the items in (1), (2), and (3) above. No other changes affecting the Agreement are authorized except as Approved by the Board of Supervisors.

Type 1 Work Orders must be Approved by County. Any Type 1 Work Order that is not Approved in writing by County shall not be binding on the County, and shall not establish any obligation, liability, fee, cost, expense, or charge for the County, until so Approved.

2.12.4. Type 2 Work Orders

Type 2 Work Orders should be used to acquire Optional Work when the following conditions are met:

- (A) The services to be provided as Optional Work directly enable the modification, extension, or material enhancement of the Services under the Agreement; and
- (B) As to Type 2 Work Orders, the preliminary value to County for such services shall be equal to or greater than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval.

Type 2 Work Orders must be Approved by the County's Board of Supervisors as an Amendment to this Agreement. Any Type 2 Work Order that is not Approved in writing by the County's Board of Supervisors as part of an Amendment shall not be binding on the County, and shall not establish any obligation, liability, fee, cost, expense, or charge for the County, until so Approved.

2.12.5. No Charge Work Orders

County may determine that certain BAU activities are best Managed as a Project pursuant to Section 3.7.2.3 (BAU Projects) of Exhibit A.1 (Integrated Requirements FSA), and such Services do not constitute Optional Work. In the event County desires to have BAU activities Managed as a Project, regardless of whether the activities have been submitted to Supplier through a Service Request, County shall inform Supplier of its intent to have Supplier Manage such activities as a Project through the issuance of a No Charge Work Order.

2.12.6. Amendments for Optional Work

In addition to Amendments required in connection with a Type 2 Work Order, Optional Work such as the addition of a new service line or Functional Service Area can be acquired through a Board-Approved

Amendment to this Agreement. Amendments to this Agreement for the purchase Optional Work and all other Amendments can only be Approved by the County's Board of Supervisors. Any amendment to this Agreement for the purchase of Optional Work or any other Amendment, that is not finally Approved in writing by the County's Board of Supervisors shall not be binding on the County, and shall not establish any obligation, liability, fee, cost, expense, or charge for the County, until so Approved.

2.12.7. Competing Bids

County may elect to or may be required to solicit and receive bids from third parties to perform services that Supplier may be capable of performing as Optional Work. Notwithstanding anything to the contrary in this Section 2.12 (Optional Work), County may require Supplier to submit its Optional Work proposal in the form or format specified for such solicitation. If County elects to contract with a third party for services that Supplier may have performed as Optional Work, (A) such Optional Work shall not be deemed "**Services**" under the provisions of this Agreement, and (B) Supplier shall cooperate with such third party as provided in Section 6 (Relationship Management) of this Agreement.

2.12.8. Targeted Resource Orders

County and its various Eligible Customers may also elect to use Supplier Personnel to provide Services and Deliverables in a manner that is more focused on the application of the skills of the Supplier Personnel to a variety of Deliverables than on the achievement of a specific Deliverable within the context of a defined Project. The use of Targeted Resource Orders will be implemented under a Type 1 or Type 2 Work Order as provided in Section 2.12 (Optional Work). The Supplier Personnel providing Services as part of the Targeted Resource Orders may also be utilized by County to fulfill specific tasks under a Project. The pricing and adjustments to the Targeted Resource Orders are set forth in Exhibit P.4 (Supplier Rate Card). Targeted Resource Orders are the only means by which overtime will be paid by County for Supplier Personnel, and will only be paid with prior Approval by County as to any overtime worked by Supplier Personnel performing Services under a Targeted Resource Order.

As to Targeted Resource Orders, Supplier shall recommend, subject to County Approval, staffing with a balance of resources to optimize delivery time and performance, and minimize total overall cost without adversely impacting quality or the County's Business Objectives for such Targeted Resource Orders. Supplier shall identify candidates:

- (A) that are versed in the technologies attributed to the specialized need or Project (e.g., specific Voice Communications Services experience), in accordance with the responsibilities and qualifications outlined in the Targeted Resource Order; and
- (B) that have the experience and education level attributed to the specialized need or Project.

Supplier shall also provide the resumes of each candidate in a County-Approved format, and if requested by County, an interview of the candidate by County.

2.13. Errors and Omissions

All reports, files, Deliverables, and other documents prepared and submitted by Supplier under this Agreement shall be complete, and shall be carefully checked by the professionals identified by the Supplier Program Manager and other Supplier Key Personnel set forth herein, prior to submission to the County. Supplier agrees that County review is discretionary and Supplier shall not assume that the County will discover errors or omissions in such documents. If the County discovers any errors or omissions prior to the Approval of any reports, files, Deliverables, or other documents, such documents will be returned to Supplier for correction and shall be corrected by Supplier. Should the County or others discover any errors or omissions in any reports, files, Deliverables, or other documents after Approval thereof, such Approval shall not be used as a defense by Supplier in any action between the County and Supplier, and

the reports, files, Deliverables, or other documents shall be returned to Supplier for correction and shall be corrected by Supplier.

2.14. Emergency/Declared Disaster Requirements

In the event of an emergency or if Orange County is declared a disaster area by the County, state, or federal government, this Agreement may be subjected to unusual usage. Supplier shall provide all Services to the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency or disaster conditions, and all terms and conditions related to pricing shall apply regardless of the circumstances except as otherwise set forth herein. If Supplier is unable to provide the Services under the terms of this Agreement, then Supplier shall provide proof of such disruption. Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Supplier shall show both the emergency purchase order number and the Agreement number.

2.15. Holdbacks

All Charges for the Transition-In Services and, as applicable, other Charges for Fixed Fee Projects (Non-Recurring Initiatives) under this Agreement, shall be allocated among the Key Milestones as set forth in the applicable pricing Exhibit for such Services ("**Key Milestone Allocation**"), including, as to the Transition-In Services, Exhibit P.1.2 (Fixed Transition-In Fee Payments). The amount allocated to each Key Milestone need not be the same; provided, however, all allocated amounts must aggregate to equal the sum of all Charges for the Project to which such Key Milestones apply. The Key Milestone Allocation will be divided by the number of months set forth in Exhibit T (Transition-In) or the original Work Order or Amendment for completion of the Key Milestone ("**Key Milestone Scheduled Duration**"), and that amount shall be multiplied by sixty-five percent (65%) to determine the "**Monthly Key Milestone Payment**." The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining thirty-five percent (35%) of the amounts Charged ("**Holdback Amount**") will be payable as set forth in this Section 2.15 (Holdbacks). All amounts invoiced by Supplier for the Transition-In Services or other applicable Fixed Fee Projects shall be subject to the Holdback Amount. The Holdback Amount for each Key Milestone will be payable to Supplier based upon County's Approval of such Key Milestone in accordance with the terms herein.

A Key Milestone shall be deemed Approved for purposes of this Section 2.15 (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services, and other work required for completion of the Key Milestone, including all Key Deliverables associated with such Key Milestone, are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County's CIO (or his or her designee) as soon as practicable after County is informed by Supplier that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) Calendar Days of its scheduled completion per Exhibit T (Transition-In) or the applicable Work Order or Amendment, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved. For the avoidance of doubt, all Transition-In Milestones set forth under Exhibit T (Transition-In) are Key Milestones.

3. UNAPPROVED WORK

3.1. County Approval

When County's Approval, consent, authorization, amendment, or other approval is expressly required under this Agreement, such Approval, consent, authorization, amendment, or other approval must be obtained by Supplier in accordance with County's Approval Requirements as set forth in Exhibit G (Governance Model) and otherwise pursuant to the terms of the Agreement.

3.2. Failure to Obtain Approval

If Supplier provides Services (or services other than those specified in this Agreement) to County without obtaining the required County Approvals in writing as required in this Agreement, including under the applicable Functional Service Areas or any other Exhibits hereunder, such Services (or such other services) (A) shall be deemed to be a gratuitous effort on the part of Supplier, and Supplier shall have no claim whatsoever against County for remuneration or otherwise, it being understood by the Parties that Supplier shall have no obligation to continue to provide such gratuitous Services (or other gratuitous services) unless Approved by County under the terms of this Agreement; and, (B) if such Services or other services, as the case may be, are determined by the County to be unwanted, Supplier shall immediately, upon the County's written request, (i) cease providing such Services or services, and (ii) take all such actions as are required to revert or undo such Services or services, without impacting the County's business or operations or the other Services provided by Supplier, at no cost, fee, or expense to the County. Any services that are Approved by County as set forth in the preceding sentence shall become a part of the Services and shall be subject to the terms and conditions of this Agreement.

4. SERVICE LEVEL REQUIREMENTS AND CRITICAL MILESTONES

4.1. Service Level Requirements Agreement

Supplier shall perform the Services in accordance with this Agreement and all of the Service Level Requirements. The Service Level Requirements for the Services to be performed under this Agreement are set forth in Exhibit H (Service Level Requirements). All resources utilized by Supplier in performing the Services pursuant to the terms hereof shall incorporate methods permitting measurement of all Service Levels Requirements. As and when requested by County, but not more frequently than once every six (6) months, Supplier shall evaluate ways to improve its performance by providing, as a Deliverable, written improvement recommendations specific to each service level requirement with at least one (1) recommendation for each service level requirement being achievable at no cost to County, and Supplier shall promptly make the improvements Approved by County CIO (or his or her designee).

4.2. Service Level Requirements Reports

Supplier shall collect all data and maintain all records and Documentation required by this Agreement, each Functional Service Area and to comply with the Service Level Requirements. Supplier shall provide regular performance Reports to County in accordance with Section 2.10 (Reporting Services), Section 13.1 (Governance), Exhibit H (Service Level Requirements), and each applicable Functional Service Area.

4.3. Charge Reductions

The Agreement and Exhibit H (Service Level Requirements) specify certain Charge Reductions that will be applicable with respect to Supplier's Service Level Requirements and Transition-In Failures. Supplier agrees that a Service Level Requirement and Transition-In Failures by Supplier may cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Supplier further agrees that, in conformity with California Civil Code Section 1671, Supplier shall be liable to County for liquidated damages in the form of Charge Reductions, as specified in the Agreement and Exhibit H (Service Level Requirements), as a fair and reasonable estimate of such damages. Any amount

of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment to Supplier that is currently due. Charge Reductions shall in no event be the sole and exclusive remedy of County with respect to any failure of Supplier as described in this Section 4.3 (Charge Reductions).

4.4. Root Cause Analysis

Upon Supplier's discovery of, or, if earlier, Supplier's receipt of a notice from County in respect of: (A) Supplier's failure to meet a Priority 1 or Priority 2 Service Level Requirement, a Transition Milestone, or a Critical Milestone; (B) upon County's request, Supplier's failure to meet a Priority 3 or Priority 4 Service Level Requirement; or, (C) Supplier's failure to provide the Services, or to operate, support, and maintain the County Systems, in accordance with the Requirements, then Supplier shall, by the next Business Day from the date of such failure, deliver to County an initial Root Cause Analysis as to the cause of such failure. Within five (5) Business Days of the date of the applicable failure, or such longer period of time as agreed between Supplier and County, Supplier shall: (A) in the case of a failure described in (A) or (B) above, complete all work and activities associated with such Service Level Requirement, Transition Milestone, or Critical Milestone; (B) in the case of a failure described in clause (C) above, restore the affected or impacted Services, and correct such failure; and, (C) Supplier shall provide County with a final written Root Cause Analysis report describing in detail the cause of, and procedure for correcting, such failure, and providing County with reasonable evidence that such failure will not recur. The correction of any such failure shall be performed entirely at Supplier's expense except to the extent it has been determined, by mutual agreement of the Supplier and CIO (or their designees), or through the dispute resolution procedures set forth herein, that Supplier was not a material contributing cause of such failure. Unless otherwise directed by County, and notwithstanding the pendency of any disagreement of Root Cause Analysis as to the cause of a defect, malfunction, or difficulty, Supplier shall take prompt and reasonable steps to correct such defect, malfunction, or difficulty.

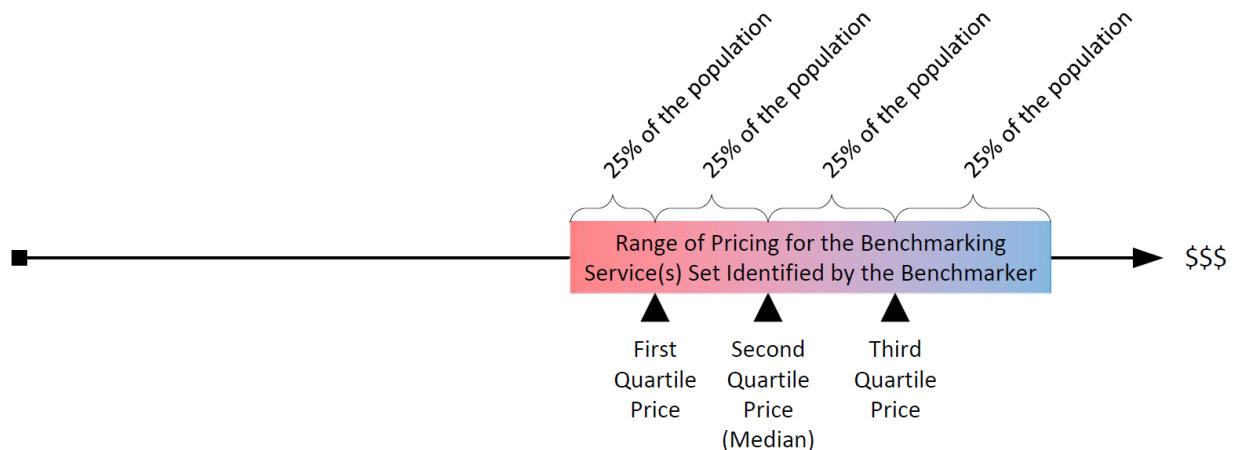
5. BENCHMARKING

5.1. Benchmarking Process

- (A) Beginning after the completion of the second Contract Year, but no more than one (1) time per each rolling twelve (12) month cycle, County may initiate a benchmark analysis of any single Functional Service Area or multiple Functional Service Areas (individually each, and collectively all, Services selected for an individual benchmarking assessment shall be referred to as the "**Benchmarking Service(s) Set**"). County will select and contract with an independent third party that routinely provides benchmarking through its authorized procurement procedures (the "**Benchmarker**") to objectively perform such benchmarking. Supplier will provide, as reasonably requested by County in order to facilitate an accurate, normalized benchmark analysis, a detailed allocation of the Charges for each of the Services comprising the Benchmarking Service(s) Set into components of labor, third party services, service fees, and "other." Additionally, the Benchmarker shall normalize the Charges as appropriate in connection with each of the Benchmarking Services.
- (B) The Benchmarker shall be instructed to use its professional judgment as to the appropriate processes and methodologies to be applied, including the selection of appropriate comparison data. For example, as to this Agreement, utilizing data from suppliers providing services offshore resources would not be appropriate.
- (C) The Benchmarker shall have no financial incentive in the outcome of its analysis. The Benchmarker shall compare (using data from a representative sampling of contracts) the quality, resource utilization, and Charges of the Services against the quality, resource utilization, and charges of service suppliers performing similar services to ensure that County is obtaining pricing and levels

of service that are competitive with market prices and service levels, given the nature, volume, performance standards / service levels, and type of Services provided by Supplier hereunder, and taking into account from where the services are being provided, and use only data from suppliers providing services using onshore resources. The Benchmarker will present its findings on competitive pricing in ranges divided into quartiles, and with the pricing for each of the Benchmarking Service(s) Set identified within each such range (“**Benchmarking**”). The price comprising the mean between the first and second quartiles from the lowest pricing in each range as to any Benchmarking Service(s) Set shall be the “**Benchmark**,” as described in Sections 5.1.1 (Quartile Example) and 5.1.2 (Benchmark Calculation) below.

5.1.1. Quartile Example



5.1.2. Benchmark Calculation

Q_1 = Pricing at the first quartile as determined by the Benchmarker

Q_2 = Pricing at the second quartile as determined by the Benchmarker

$$\frac{Q_1 + Q_2}{2} = \text{Benchmark}$$

5.2. Cooperation with Benchmarker

Supplier agrees to comply fully and promptly with requests by the Benchmarker relating to the Benchmarking process, including requests for information, reports, data, and access to Supplier Personnel. Supplier shall not unreasonably delay, impede, obstruct, or otherwise frustrate or prevent the Benchmarker from obtaining the information required to complete its analysis.

If the Supplier fails to cooperate with the Benchmarker, including, without limitation, a failure to provide requested information, reports, data or access to personnel, and such acts or omissions result in an unreasonably delay, impede, obstruct, or otherwise frustrate or prevent the Benchmarker from obtaining the information required to complete its analysis, Supplier shall be deemed to be in material default of the Agreement, and the County shall, at its option, be entitled to: (i) an automatic reduction in the Fees of ten percent (10%) with respect to the Functional Service Area(s) that County desires to perform a Benchmark, which change shall be made retroactively effective beginning in the next monthly billing cycle after the month of the date of the Benchmarker’s final written report, such reduction shall be in lieu of conducting a Benchmark for the affected Functional Service Area(s); or (ii) terminate the Agreement, either in whole or in part, or the affected Functional Service Area(s), in whole or in part, without liability and without the payment of any Termination Charges in accordance with Section 25.5 (Termination for Failure to Implement Benchmark Adjustments).

5.3. Benchmark Adjustments

- (A) The Benchmarker shall issue a preliminary written report reflecting its findings, with sufficient information to allow County and Supplier to effectively review the findings and to reasonably evaluate the Benchmarker's compliance with this Agreement. The Benchmarker shall meet jointly with the Parties to provide a detailed review and explanation of the preliminary written report. Thereafter, the Parties will review the preliminary benchmark analysis report and provide any comments in writing to the Benchmarker and the other Party within fifteen (15) Business Days after the joint meeting and receipt of the analysis. The Benchmarker will be instructed to consider any such comments received within such fifteen (15) Business Day period and, after such consideration and making any appropriate adjustments, to issue a final written report. The Benchmarker may accept or reject the comments of either Party in its reasonable discretion. In the event Supplier's Charges for the Services exceed the Benchmark, Supplier shall reduce the Charges for the Services down to the Benchmark beginning in the next monthly billing cycle after the month of the date of the Benchmarker's final written report. For example, if the Benchmarker's final written report is dated in March, the Charges shall be reduced beginning in the April billing cycle. The Charges for the Benchmarking Service(s) Set shall thereafter continue to be reduced through the end of the Term, subject to the Authorized Billing and Payment Mechanisms set forth in Exhibit P (Pricing).
- (B) If Supplier fails to adjust its pricing per the Benchmark as required under Section (A) above, County shall be entitled to unilaterally adjust the Charges paid for the Services to match the Benchmarking Calculation in Section 5.1.2 above beginning in the next monthly billing cycle after the month of the date of the Benchmarker's final written report. For example, if the Benchmarker's final written report is dated in March, the Fees shall be reduced beginning in the April billing cycle. The Charges for the Benchmarking Service(s) Set shall thereafter continue to be reduced through the end of the Term per the Benchmark as a Charge Reduction.
- (C) All third party costs of the Benchmarking shall be shared equally by the Parties, provided that Supplier's responsibility under this section shall not exceed eighty thousand dollars (\$80,000) as to any individual benchmark analysis.

6. RELATIONSHIP MANAGEMENT

6.1. Managed Vendor Services

- (A) As of the Reference Date, Exhibit V (Managed Vendors) lists the Managed Vendors. The listing of Managed Vendors contained in Exhibit V (Managed Vendors) shall be updated from time-to-time if requested by County and by the written agreement of the Parties through a signed amendment to the Agreement. Supplier's obligations with regard to Managed Vendors shall be as set forth in the applicable Functional Service Areas and Work Orders and shall also include the following:
 - (i) Supplier shall work with County to provide input as to the requirements and specifications as to all Managed Vendors for any particular project or engagement; provided, however, that County will provide Supplier with a copy of the applicable agreements with its Managed Vendors as needed to identify Supplier's obligations under this Section 6.1 (Managed Vendor Services) and make all determinations as to any amounts to be paid to such Managed Vendors;
 - (ii) Supplier shall assume primary responsibility for properly fulfilling County's operational, management and administrative obligations under any agreement with a Managed Vendor; provided, however, that nothing under this Section 6.1((A))(ii) obligates Supplier

- to accept financial or other liability as between it and the Managed Vendor or replaces County's control of the relationship with the Managed Vendors;
- (iii) Supplier shall work with County to identify its business needs and assuming primary responsibility for incorporating those business needs into the design and development of specifications for the Managed Vendor's services;
 - (iv) Supplier shall coordinate the implementation of all projects and performance;
 - (v) Supplier shall assume responsibility for managing the relationship and monitoring the continuing performance of the Managed Vendor under the terms of the agreement with the Managed Vendor and bring all performance issues under the applicable service levels to resolution in accordance with the terms of the agreement with the Managed Vendor, including managing the Managed Vendor's development and implementation of corrective action plans;
 - (vi) Supplier shall monitor the Managed Vendor's continuing timeliness under the terms of the agreement with the Managed Vendor, including managing the Managed Vendor's development and implementation of corrective action plans;
 - (vii) Supplier shall monitor and assess the Managed Vendor's ability to efficiently and effectively deliver the agreed services under the terms of the agreement with the Managed Vendor;
 - (viii) Supplier shall review and verify the accuracy and compliance with the terms of the agreement with the Managed Vendor, including applicable statements of work, project quotes, and project plans received by County from the Managed Vendor.
- (B) County shall be responsible for the payment of all invoices issued by the Managed Vendor for services rendered.

7. LOCATIONS

7.1. Locations

The Services shall be provided from (A) the County Locations, and (B) any other Data Center or location designated by County or Supplier; provided, however, that any such other Data Center or location must be Approved by County in writing and in advance ((A) and (B) collectively, the "**Locations**"). The County Locations are listed in Exhibit L.1 (County Locations and Location Tiers) and are further described in each Functional Service Area. Except where Supplier obtains the CIO or his or her designee's prior written Approval, or as agreed to between Supplier and an Eligible Customer pursuant to a subordinate agreement, Supplier shall perform all of the Services only from or at Locations within the geographic boundaries of County. Any County Approval for the performance of Services outside of the geographic boundaries of County shall be limited to the specific instance and scope of such written Approval, including the types of Services and Locations involved. Vendor Requirements for the Supplier Locations and any Supplier Shared Service Centers shall be determined in accordance with the applicable Functional Service Areas, Work Orders, and County's Policies, Procedures, and Guidelines.

7.2. Shared Environment

Prior to migrating or relocating any of the Services to a Supplier Shared Service Center other than those contemplated as of the Reference Date or from one Supplier Location to another, Supplier shall provide to County, for County's Approval, a proposal for the migration or relocation of such Services, including benefits, savings, and risks to County during the Term and upon the expiration or termination of this Agreement.

7.3. Safety Procedures

- (A) Supplier shall maintain and enforce at the Supplier Locations safety procedures that are at least
 - (i) equal to industry standards for similar service locations used to provide similar services, and
 - (ii) as rigorous as those procedures in effect at the Supplier Locations as of the Reference Date.
- (B) At all County Locations, Supplier shall comply with County's safety procedures provided in writing to Supplier, generally posted at a County Location, or otherwise made available to County (e.g., via the Internet). Supplier shall observe and comply with all County Policies, Procedures, and Guidelines and rules (disclosed to Supplier or Supplier Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors) with respect to safety, health, facility security, and the environment, and shall take all actions necessary to avoid injury, property damage, spills, or emissions of hazardous substances, materials, or waste, and other dangers to Persons, property, or the environment. To the extent required by County, Supplier Personnel shall receive prescribed training from County without charge prior to entering certain County Locations.

7.4. Security Procedures and County Personal Data Incident Requirements**7.4.1. General Security**

As more specifically required pursuant to County's Policies, Procedures, and Guidelines, Supplier shall adopt security measures for itself and its employees (and also for recommendation for adoption to County for its employees) which shall be consistent with (and incorporate) the applicable County Policies, Procedures, and Guidelines, all regulatory obligations and orders applicable to County and County's Affiliates, industry best practices, and which shall include the following:

- (A) prohibition against the disclosure of County Confidential Information and County Data within Supplier's organization except to individuals who have a specific need to know such information to perform Supplier's obligations or exercise Supplier's rights under this Agreement;
- (B) role-based access controls which shall specifically describe each Supplier individual who has access to County Data and County's Confidential Information and include a description of the access and a reasonably detailed explanation of why such access is required;
- (C) precluding access to Confidential Information by any Supplier employee, representative, agent, or Subcontractor until such individual has been trained with regard to the handling of the Confidential Information, use of security measures identified herein, and (i) with respect to Supplier's employees, has completed Supplier's applicable confidentiality statements, and (ii) with respect to Supplier's representatives, agents, or Subcontractors, Supplier has included provisions comparable to Supplier's guidelines and standards in the applicable Subcontractor, agent, or other agreements;
- (D) requiring annually that all (i) employees complete Supplier and County's applicable confidentiality statements and usage policies as well the County's Security Awareness Training, and (ii) representatives, agents, or Subcontractors, to execute Subcontractor, agent, or other agreements with provisions comparable to Supplier's confidentiality statements;
- (E) providing each individual authorized to electronically access Confidential Information with a unique access code and notifying such individual that disclosure of any password, access code, or security device shall result in disciplinary action, including termination;
- (F) promptly canceling any password or security access code when an individual is terminated, transferred, or on a leave of absence, and providing prompt notice of such event to County in

accordance with the relevant Policies, Procedures, and Guidelines and consistent with County Systems security requirements;

- (G) if employment is terminated involuntarily, ensuring that the individual's access to Confidential Information and County Data is blocked prior to notifying the individual of the involuntary termination;
- (H) requiring that the Policies, Procedures, and Guidelines (provided in writing to Supplier, generally posted at the County Locations, or otherwise made available) are followed by Supplier Personnel to physically safeguard all telecommunication switches, computer rooms, and tape libraries, as well as restricting access to County Locations to authorized personnel through card access system ("**Card Access System**" or "**CAS**") badges where such systems are utilized;
- (I) requiring that audit trails are established, maintained, and reviewed regularly for signs of anomalous activity with regard to Trusted Identifications created by Supplier and providing such audit trails to County promptly after County's request. Supplier shall utilize logical controls and information technology systems to enable it to identify and authenticate Trusted Users with electronic access to the County System or County Data, and to record and cooperate in any investigation of security related events and provide related data. Supplier shall investigate any Security Incident resulting in unauthorized access to such data, and, provide additional security protections, at no additional charge to County, to correct any security Deficiencies related to Trusted Users identified by County and attributable to Supplier; and,
- (J) requiring, to the extent consistent with the Policies, Procedures, and Guidelines, that the Equipment and the County System have the firewalls, segmentation, encryption, and other safeguards designed to (i) protect the transmission of County Data and Confidential Information, (ii) properly authenticate users, and (iii) prohibit the unauthorized access to County Data, Confidential Information, County Intellectual Property, or the County Systems, all as set forth in the Policies, Procedures, and Guidelines.

7.4.2. Enhanced Security Procedures

County may, in its discretion, designate certain areas, Locations, or County Systems as ones that require a higher level of security and access control. County shall notify Supplier in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Supplier shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Supplier shall, and shall cause the Supplier Personnel and Subcontractors to, fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

7.4.3. Material Breach

Any material breach or violation by Supplier or its Subcontractors, or the employees or agents of any of the foregoing, or of the County Policies, Procedures, and Guidelines regarding security, shall be deemed a material breach of a material obligation of Supplier under this Agreement, and any chronic or critical breach by Supplier or its Subcontractors, or the employees or agents of any of the foregoing, or of the County Policies, Procedures, and Guidelines regarding security shall be deemed an incurable and material breach of a material obligation of Supplier under this Agreement. The Parties agree that for the purposes of this Section 7.4.3 (Material Breach) a breach shall only be deemed material if: (A) Supplier has failed to act in material accordance with the County Policies, Procedures, and Guidelines or the security provisions of the Operations Handbook, or the applicable terms of the Functional Service Areas; or, (B) Supplier has failed to use industry best practices and methods in performing its obligations with respect to security services.

7.4.4. Security Incidents

Notwithstanding any other obligations Supplier may have under applicable Law, Supplier agrees to notify County by a telephone call to the CIO, his or her designee, or such other County officer or official as County may indicate in writing to Supplier during the Term of this Agreement, within two (2) hours after Supplier's discovery and validation of an actual Security Incident, a suspected Security Incident, including the accidental loss, alteration, unauthorized, disclosure of, or access to County Confidential Information or County Personal Data. Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report. Supplier shall also promptly provide feedback to County (as described below) about any impact such potential or actual Security Incident may or will have on County or any County employees, potential employees, former employees, or any other individuals. Supplier shall provide the following information during each such notification telephone call: (A) problem statement describing the Security Incident; (B) expected resolution time; provided, however, that if the resolution path is unknown at the time of the phone call, Supplier shall promptly advise County that the resolution path is unknown and shall immediately work to determine the resolution path; and, (C) the name and telephone number of the Supplier representatives that County can contact to obtain incident updates.

7.4.5. Security Incident Resources

During the Term, County shall make resources from its security group available to assist with each Security Incident. In addition to the other obligations that Supplier may have under the Agreement, and subject to (i) Supplier's responsibilities for certain costs in connection with Security Incidents as provided in Section 7.4.6 (Security Incident Costs) below, and (ii) County's continuing obligations as an owner or controller of data under applicable Law, Supplier shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom: (A) assist in the identification of affected Persons and relevant jurisdictions; (B) allocate call center resources and training to manage inquiries; (C) provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances; (D) promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and, (E) undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all corrective actions taken. Supplier shall not make any announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Incident ("**Security Incident Notice**") without the prior written consent of and prior written Approval by the CIO or his or her designee of the content, media, and timing of the Security Incident Notice (if any).

7.4.6. Security Incident Costs

If a Security Incident results from Supplier's acts or omissions and County determines notice of the Security Incident is required, Supplier shall provide the notification assistance described in Section 7.4.5 (Security Incident Resources) above at no cost to County, including actions necessary to provide notices as required by law. Supplier will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Security Incident primarily caused directly or indirectly by Supplier, including the "**Administrative Cost**" defined to be the subset of such Security Incident mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Security Incident. In the event of a Security Incident which is not primarily caused directly or indirectly by Supplier,

County shall be responsible for any reasonable costs paid by Supplier to third parties (e.g., postage paid for Security Incident Notices) associated with Supplier's notification obligations described in Section 7.4.5 (Security Incident Resources) (for the avoidance of doubt, there shall be no additional Charges for the Services described in Section 7.4.5 (Security Incident Resources) above, which shall be provided by Supplier regardless of each Party's responsibility for costs paid by Supplier to third parties in connection with such Services). Under no circumstances shall County be responsible for any costs, expenses, or other liabilities associated with disciplinary or precautionary measures taken by Supplier in connection with any Supplier Personnel (e.g., costs associated with placing Supplier Personnel on leave during an investigation). In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 7.4.6 (Security Incident Costs), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

7.4.7. Card Associations

At all times during the Term of this Agreement, Supplier represents and warrants as follows as to Services to which such standards, Law, and policies as provided below are applicable: (A) it shall comply with all current and future (i) Payment Card Industry Data Security Standards ("**PCI DSS**"), (ii) Card Association rules, policies, and regulations (as they may appear on Card Association websites), and (iii) all applicable Laws, ordinances, rules, and orders of governmental authorities having jurisdiction over County; and, (B) Supplier shall be solely and exclusively responsible for maintaining the security of all cardholder data and sensitive authentication data (as those terms are defined and used in the PCI DSS) to the extent such data is in its possession and control. Supplier shall indemnify, defend, and hold County harmless from and against any claims, damages, or expenses arising out of Supplier's breach of the foregoing warranties. "**Card Associations**" means the bankcard associations (e.g., MasterCard and Visa) and other non-bankcard or private label associations such as American Express, Discover, JCB, private label, and other credit or debit card associations.

7.5. Access to County Locations

County shall provide Supplier with reasonable access to and use of the County Locations (or equivalent space) as necessary for Supplier to comply with the terms of this Agreement. All County owned or leased assets provided for the use of Supplier under this Agreement shall remain in County Locations unless County otherwise agrees in writing. Supplier shall have no tenancy, or any other property or other rights, in County Locations. Additionally, all leasehold improvements made by or for Supplier during the Term shall be and remain part of the County Location. All such improvements shall be made: (A) only with County's prior written Approval; and, (B) at Supplier's sole cost and expense. Supplier will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County Locations during the performance of any Services under this Contract. Supplier acknowledges and agrees that, as of the Reference Date, the County Locations are sufficient, together with the Supplier Locations, to enable Supplier to provide the Services as required by this Agreement. All County Locations are provided hereunder on an "as is, where is" basis.

7.6. Unauthorized Use

Supplier acknowledges and agrees that, in the event of any unauthorized use or any misuse of County's premises, equipment, systems, data, or information (including any County Data and the County System) by Supplier Personnel, County is entitled (without prejudice to its other rights) to: (A) seek adequate compensation for any damage or costs incurred in such instances; and, (B) require that Supplier Personnel in breach of the above, determined by County in its sole discretion, cease to be engaged in the delivery of

Services to County. Supplier acknowledges and agrees that the exercise by County of its rights under this Section 7.6 (Unauthorized Use) will not relieve Supplier of any responsibility to perform its obligations under this Agreement.

7.7. Furniture, Fixtures, and Equipment

The County Locations provided by County for the use by Supplier will be generally comparable to the standard space then occupied by similarly-situated County employees. County shall provide for the use of Supplier Personnel occupying space at County Locations, office furniture, and fixtures generally comparable to the furniture and fixtures provided to similarly-situated County employees. Any facilities, service, or equipment provided by County to Supplier Personnel under this Agreement must be used solely in connection with the delivery of the Services under this Agreement. Supplier Personnel using the County Locations will be accorded reasonable access to the communications wiring in such County Locations (including fiber, copper, and wall jacks) and the use of certain shared office equipment and services such as photocopiers, local and long distance telephone service for County-related calls, janitorial, heat, light, and air conditioning. Supplier will provide Supplier Personnel with work stations or laptops and mobile phones, and all Supplier Personnel will use County provided emails as provided in Exhibit A.1 (Integrated Requirements FSA). Supplier shall be responsible for providing all other office, data processing equipment, computing equipment, and services needed by Supplier or Supplier Personnel to provide the Services, and for upgrades, improvements, replacements, and additions to such equipment or services.

7.8. County Responsibilities Regarding Utilities

At County Locations used by Supplier or Supplier Personnel to provide the Services, County shall provide, or shall cause Supplier to be provided with, and maintain at historical levels the building and property electrical systems, water, sewer, lights, heating, ventilation and air conditioning (“HVAC”) systems, general custodial and landscape services, air handlers, and water chillers, and shall pay for electrical power, water, and natural gas used or consumed by Supplier or Supplier Personnel at such County Locations. County shall maintain the account relationship with the power utility, the water utility, and the natural gas utility companies.

7.9. Supplier Responsibilities Regarding Facilities

Except as provided in Sections 7.5 (Access to County Locations), 7.7 (Furniture, Fixtures, and Equipment), and 7.8 (County Responsibilities Regarding Utilities), Supplier shall be responsible for providing all furniture, fixtures, equipment, space, tools, vehicles, and other facilities required to perform the Services and all upgrades, improvements, replacements, and additions to such furniture, fixtures, equipment, space, tools, and facilities. Without limiting the foregoing, Supplier shall: (A) provide all site maintenance, site management, site administration, and similar services at the Supplier Locations; (B) provide all necessary emergency power supply and uninterrupted power supply services at the Supplier Locations; and, (C) provide such other services as required pursuant to the County Policies, Procedures, and Guidelines. To the extent that Supplier identifies methods of optimizing use of County Locations with regard to Supplier’s use of such County Locations for delivering the Services (e.g., more efficient use of floor space, more efficient use of power and air conditioning) it will advise County of such recommendations. If County decides to implement such recommendations, Supplier will assist in such implementation efforts. Supplier shall not make any improvements or changes involving structural, mechanical, or electrical alterations to the County Locations (including, without limitation, any work affecting any alarm systems at a Location) without the prior written Approval of the CIO or the CIO’s designee.

7.10. Physical Security

County is responsible for the physical security of the County Locations; provided, however, that Supplier will be responsible for access and control of the areas that Supplier is using in performance of this Agreement and as more specifically required pursuant to the County Policies, Procedures, and Guidelines. Supplier shall not authorize any Person to have access to, or control of, any such area unless such access or control is permitted in accordance with control procedures Approved by County.

7.11. Employee Services

Subject to applicable security requirements that are provided in writing to Supplier, posted at a County Location, or otherwise made available by County, County will permit Supplier Personnel to use all employee facilities (e.g., parking, cafeteria, and common facilities) at the County Locations that are generally made available to the employees of County or County Authorized Users. Supplier Personnel will not be permitted to use such employee facilities designated by County for the exclusive use of certain County or County Authorized User employees.

7.12. Use of County Locations

- (A) Unless Supplier obtains County's prior written Approval, which may be withheld by County in its sole discretion, Supplier shall use the County Locations, and the County Equipment and Software located therein, only to provide the Services to County and the Authorized Users. County reserves the right in its sole discretion to relocate a County Location (or the space within a County Location) from which the Services are then-being provided by Supplier to another location without any cost or expense (including any employee relocation expenses); provided, however, that, in such event, County will provide Supplier with sixty (60) Calendar Days advance written notice and with comparable space in the new location. When any County Location is no longer required for the performance of the Services, Supplier shall return such County Location to County in substantially the same conditions as when the Supplier began use of such County Locations, subject to reasonable wear and tear.
- (B) County also reserves the right to direct Supplier to cease using all or any part of the space in a County Location from which the Services are then-being provided by Supplier and to thereafter use such space for its own purposes.
- (C) Supplier shall notify County prior to adding or removing any Equipment that will require modification of any Location and shall provide County, for its review and Approval, detailed plans and specifications conforming to the Equipment manufacturer's requirements. In addition, to the extent the Supplier installs, modifies or removes any wiring or cabling or any such services are necessary for the Supplier's provision of the Services at any County Location, the Supplier shall annotate the blueprints corresponding to such County Location and provide County with a set of "as built" blueprints in both electronic and hard copies.

7.13. Damage to County Locations, Buildings, or Grounds

Supplier shall repair, or cause to be repaired, at its own cost, any and all damage to County Locations caused by Supplier or Supplier Personnel. Such repairs shall be made immediately after Supplier has become aware of such damage, and all repairs shall be completed in no event later than thirty (30) Calendar Days after the occurrence. If, in County's sole discretion, Supplier fails to begin making repairs immediately, or fails to complete the repairs in a timely fashion, County may make any necessary repairs and all costs incurred by County, as determined by County, for such repairs shall be promptly repaid by Supplier by cash payment upon demand or, without limiting any of County's other rights and remedies provided by law or under this Agreement, County may, in County's sole discretion, deduct such costs from any amounts due to Supplier from County under this Agreement. For purposes of this Section 7.13

(Damage to County Locations, Buildings, or Grounds), the loss of a key, fob, access card, or other access device shall be deemed damage to a County Location if such loss, as determined by County, necessitates the re-keying or reissuing of access devices.

7.14. Use of Supplier Locations

During the Term, Supplier will provide to County at no charge (A) temporary access to and reasonable use of Supplier Locations, and (B) temporary access to reasonable work and conference space at Supplier Locations for County to exercise its rights under this Agreement, subject to County's compliance with Supplier's posted security policies and procedures while at such Supplier Locations. The Supplier Locations provided by Supplier for the use of County will be generally comparable to the standard space then occupied by similarly-situated Supplier employees.

7.15. Conduct on Other Party's Premises

Each Party shall, at all times, comply with and abide by all reasonable policies and procedures of the other Party (or that may be established thereby, from time-to-time) that pertain to conduct on the Party's premises, possession, or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the other Party has been provided with a copy of each such policy or procedure. Each Party shall exercise due care and diligence to prevent any injury to Persons or damage to property while on the other Party's premises. The operation of either Party's vehicles or private vehicles of either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's security personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable Laws, ordinances, or rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party.

7.16. Identification

All Supplier Personnel shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Supplier and must be worn at all times while at County Locations. Supplier shall notify the County in writing of the uniforms, badges, or other identification that Supplier Personnel shall wear at County Locations (A) within seven (7) Calendar Days of the Reference Date, and in any case prior to the performance of any Services under this Agreement, and (B) within seven (7) Calendar Days prior to any change in the uniforms, badges, or other identification that Supplier Personnel shall wear at County Locations.

8. DATA BACKUP AND DISASTER PLAN

8.1. Data Backup

During the Term, Supplier shall back-up all County Data as provided in this Agreement and the applicable Functional Service Areas and Work Orders. Supplier will ensure that all County Data in Supplier's possession or control is appropriately backed-up and will have in place and maintain up-to-date business continuity procedures (forming part of Supplier's Disaster Recovery Plan) to ensure that in the event of a failure of, or disruption to Supplier's infrastructure, Supplier will be able to continue to provide the Services and otherwise perform their obligations under this Agreement to normal performance levels within the shortest practicable time, and in no event greater than [REDACTED] after such failure or disruption. If Supplier is affected by an event that requires it to invoke its business continuity procedures, it will ensure that in allocating its resources and providing service to its customers it treats County collectively with the same response level as other top-tier customers.

8.2. Supplier Obligations to Comply and Cooperate

Supplier will provide all Services in accordance with County's business continuity and disaster recovery plans and comply with Supplier's business continuity and disaster recovery plans and all policies of County relating to business continuity or disaster recovery as they may be modified from time-to-time (collectively referred to as "**Business Continuity/Disaster Recovery Requirements**"). As part of the Services, Supplier will: (A) ensure it and all relevant Supplier Personnel, Supplier Affiliates, and Subcontractors are (i) fully informed of, have access to, and are prepared and capable to comply with the Business Continuity/Disaster Recovery Requirements, and (ii) co-operate with County, its employees, agents, and contractors, and any third parties providing goods, works, or services of any nature at or to any of the County Locations, in the implementation and operation of the Business Continuity/Disaster Recovery Requirements; and, (B) participate in such testing of compliance with the Business Continuity/Disaster Recovery Requirements as County may initiate from time-to-time and conduct such independent testing as provided in Section 8.3(B)(i).

8.3. Disaster Recovery and Business Continuity

- (A) During the Term, Supplier will be solely responsible for disaster recovery and business continuity related to the Supplier Locations, excluding Location No. 1 specified in Exhibit L.2 (Supplier Locations), in accordance with the disaster recovery and business continuity responsibilities and obligations set forth in the applicable Functional Service Area and this Section 8 (Data Backup and Disaster Plan).
- (B) With respect to the Services and in addition to the requirements of the applicable Functional Service Areas and Work Orders:
 - (i) Supplier shall provide to County current, unmodified, and complete copies of the disaster recovery and business continuity plans in effect, as of the Reference Date, at each of the Supplier Locations, excluding Location No. 1 specified in Exhibit L.2 (Supplier Locations), (the "**Disaster Recovery Plans**"). At a minimum, each such Disaster Recovery Plan shall: (a) describe the procedures to be followed with respect to the continued provision of the Services in the event that all or any portion of the Services are unavailable for use by County because they have been destroyed, damaged, or are otherwise not available for use for any reason whatsoever, and (b) describe the procedures for declaring a disaster. The Disaster Recovery Plans set forth with respect to each such Disaster Plan: (1) the version, date or other unique identification of each such plan previously provided to County with respect to each Supplier Location; (2) any mutually agreed updates or County-specific revisions or modifications to such plans Supplier has committed to implement; and, (3) the respective dates by which Supplier shall implement such updates, revisions, or modifications. Upon County Approval of Supplier's Disaster Recovery Plan, Supplier will, at all times, maintain and comply with Supplier's Disaster Recovery Plan and ensure that it is able to implement the provisions of Supplier's Disaster Recovery Plan immediately in accordance with its terms when an event occurs which Supplier's Disaster Recovery Plan is expressed to cover, or can reasonably be expected to cover.
 - (ii) Supplier will test Supplier's Disaster Recovery Plan on a regular basis and in any event not less than [REDACTED], using American Institute of Certified Public Accountants standards and other industry best practices as guidance. County will be entitled to participate in such tests as County may reasonably require. Within sixty (60) days of the completion of each test, Supplier will send County a written report summarizing the results of the test and Supplier will promptly implement and any actions or remedial measures that County considers to be necessary as a result of those tests.

Furthermore, Supplier shall notify County of the completion of any audit (e.g., ISO 9000) of Supplier's Disaster Recovery Plan and promptly provide County with a copy of the audit report, and within thirty (30) Calendar Days of the date Supplier receives such audit report, Supplier shall provide to County reasonable evidence that any identified deficiencies have been corrected or the plan of correction for items that cannot be corrected in thirty (30) Calendar Days. Without obtaining County's prior Approval, Supplier shall not make any Change to any Disaster Recovery Plan that will, or will reasonably be expected to, have a material adverse impact on the functionality, performance, or quality of the Disaster Recovery Plans.

- (iii) In accordance with the County's Disaster Recovery Testing Schedule, each calendar year, Supplier shall provide County with drafts of each Disaster Recovery Plan for its review, comment, and Approval. Supplier will submit updates to Supplier's Disaster Recovery Plan to County for Approval [REDACTED] after each such update. Supplier will amend the updated Disaster Recovery Plan so as to incorporate all County's reasonable comments. The amended Supplier's Disaster Recovery Plan will be promptly re-submitted to County for Approval and the process contained in this Section 8.3(B)(iii) will be repeated until County Approves the revised Supplier's Disaster Recovery Plan. Supplier will maintain business continuity readiness in accordance with the last-agreed version of Supplier's Disaster Recovery Plan (insofar as this still applies).
- (iv) If a catastrophic loss or calamity is suffered that results in the loss or destruction of the Services or the County Systems or County System at any of the County Locations, Supplier shall reasonably cooperate with and assist County and its Affiliates, and any of their Third Party Vendors, as applicable, in promptly taking all appropriate measures to facilitate recovery and replacement of such Services and County Systems and County System. Recommendations of new technology by Supplier's or County's communications, equipment, and uninterruptible power supply vendors shall also be reviewed on a regular basis and be included in Supplier's planning process as appropriate.
- (v) Supplier will implement Supplier's Disaster Recovery Plan and provide disaster recovery and business continuity services as described in this Section 8.3 (Disaster Recovery and Business Continuity) and the applicable Functional Service Area in the event: (a) County provides notice that it is activating Supplier's Disaster Recovery Plan; (b) as a result of an event which Supplier's Disaster Recovery Plan is expressed to cover or can reasonably be expected to cover; (c) a particular Service, or a material part of any of the Service delivery at a particular Location, or any part of the Services is impaired or not available or is likely to be impaired or not available for such period of time as may impair the proper functioning of County's business; and, (d) otherwise as needed to comply with County Business Continuity/Disaster Recovery Requirements (and in all cases reflecting the criticality of the relevant Services and the Locations to which they are provided). Supplier will promptly notify County each time Supplier's Disaster Recovery Plan is, or should be, implemented by Supplier. The occurrence of a disaster shall not relieve Supplier of its obligation to implement its disaster recovery plan and provide disaster recovery services. In addition, with respect to the Supplier Locations, Supplier shall be responsible for: (a) implementing the Disaster Recovery Plans in the event of a disaster within the timeframes specified in each such plan; (b) carrying out disaster recovery, business continuity, or redundancy procedures in accordance with such Disaster Recovery Plans; and, (c) designing and implementing a business continuity plan specific to Supplier's processes

and Supplier Locations to ensure minimum disruption to County's business operations in the event of any disruption to the Services.

- (vi) Without limiting Supplier's obligations under this Agreement, whenever a disaster at a Supplier Location or a County Location causes Supplier to allocate limited resources between or among Supplier customers and Supplier's Affiliates, County shall receive at least the same treatment as comparable Supplier customers with respect to such limited resources. In no event shall Supplier re-deploy or re-assign any Supplier Key Personnel to another customer or account in the event of the occurrence of a disaster.
- (vii) With respect to County Locations, County will retain responsibility for disaster recovery and business continuity and Supplier shall, as part of the Services, provide support to County as required by this Agreement and the applicable Functional Service Area Statements of Work. As to the County Locations, Supplier shall comply with the requirements of the disaster avoidance services and systems provided by County or Third Party Vendors on County's behalf, and report in writing to County any issues of which Supplier becomes aware that may create a physical risk to the County Location, or any personnel working there.
- (viii) The occurrence of a Force Majeure Event shall not relieve Supplier of its obligations to provide disaster recovery Services pursuant to this Section 8.3 (Business Continuity and Disaster Recovery) and in accordance with the Disaster Recovery Plan. Except as provided in the immediately preceding sentence, and notwithstanding any other provisions related to the occurrence of a Force Majeure Event or anything else to the contrary in this Agreement, any material breach or material violation by Supplier of its obligations regarding execution of the Disaster Recovery Plan during a disaster shall be deemed an incurable and material breach of this Agreement by Supplier.

8.4. Logical Security Policies, Procedures, and Guidelines

Supplier shall, at all times during the Term, comply with County's logical security administration Policies, Procedures, and Guidelines.

9. COMMUNICATIONS SYSTEMS AND ACCESS TO INFORMATION

Supplier understands that Supplier and Supplier Personnel will receive access to County Systems, including computers and electronic communications systems (e.g., voicemail, email, customer databases, and Internet and intranet systems). County will provide Supplier Personnel County identities and emails that must be used exclusively for all communications relating to the County and the Services. Such County Systems are intended for legitimate business use related to County's business operations. Supplier acknowledges that Supplier does not have any expectation of privacy as between Supplier and County in the use of or access to the County Systems and that all communications made with such County Systems by or on behalf of Supplier are subject to County's scrutiny, use, and disclosure (subject to the protections of Confidential Information herein), in County's sole discretion. County reserves the right to monitor, review, audit, interpret, access, archive, and disclose (subject to the protections of Confidential Information herein) materials sent over, received by or from, or stored in any of the County Systems. This includes email communications sent by users across the internet and intranet from and to any and all domain names maintained by County. County reserves the right to override any security passwords to obtain access to the County Systems. Supplier also acknowledges that County reserves the right, for legitimate business purposes related to investigations of wrongful use of the County Systems, to search all work areas at County Locations (for example, offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County's property.

10. NON-EXCLUSIVE RELATIONSHIP

10.1. Non-Exclusivity

Notwithstanding anything else to the contrary, this Agreement shall be non-exclusive in nature, and County shall at all times have the right to perform any of the Services itself or to contract with a third party to perform any service included in the Services or other obligations of Supplier in this Agreement (“**Migrated Services**”). If County contracts with a third party to perform any Migrated Services or performs such Migrated Services itself, Supplier shall fully and continuously cooperate with County and any such third party, including providing the following: (A) the necessary information related to the Migrated Services that County reasonably requests to enable County to draft solicitations and statements of work relating to the Migrated Services and to provide existing information to support due diligence for recipients of all such solicitations; (B) access to the Supplier Locations being used by Supplier to provide the Services as necessary for County or a third party to survey the current environment being used to deliver the Migrated Services; (C) existing written requirements, standards and policies for systems operations so that any developments of such third party may be operated by Supplier; (D) assistance and support services to County or such third party to the extent related to the Services; (E) to the extent permitted by the applicable third party agreements, access to the County System in connection with such Migrated Services; and, (F) such information regarding the operating environment, system constraints, and other operating parameters as a Person with reasonable commercial skills and expertise would find reasonably necessary for County or a third party to perform the Migrated Services.

10.2. Multi-Vendor Environment

10.2.1. Cooperation

Supplier acknowledges that it will be delivering the Services in a multi-vendor environment with County and the County Third Party Vendors providing services related to the County System. Supplier shall fully cooperate with and work in good faith with County Third Party Vendors as directed by County and shall do so at no additional charge to County. Such cooperation shall include, at no additional charge to County: (A) providing access to any Supplier Locations or other facilities being used to provide the Services, as necessary for County Third Party Vendors to perform the work assigned to them; (B) providing access to the Equipment, Software, and County Systems to the extent permitted under any underlying agreements with Third Party Vendors of such Equipment, Software, or County Systems; or, (C) providing written requirements, standards, policies, or other documentation for the Services provided by Supplier.

10.2.2. Cross-Over Issues

Effective operation of the County System requires not only the cooperation among all Third Party Vendors, including Supplier, but also collaboration in addressing service-related issues that may cross over from one service area or vendor (including Supplier) to another and related to the Services (“**Cross-Over Issues**”). As part of the Services, Supplier will actively provide and support tasks associated with operating and maintaining a collaborative approach with other vendors and County to Cross-Over Issues in the same manner as if the Supplier Service relevant to the Cross-Over Issue were being provided directly by County rather than Supplier. Supplier shall use commercially reasonable efforts to identify all work efforts and deliverables of which Supplier has knowledge, whether performed by Supplier, Subcontractors, Supplier’s Third Party Vendors, County, or County’s Third Party Vendors that may impact delivery of the Services. Supplier shall promptly notify County if an act or omission of a County Third Party Vendor will cause, or has caused, a problem or delay in providing the Services, and shall work with County to prevent or mitigate such problem or delay. Supplier will coordinate with County and County’s Third Party Vendors to resolve differences and conflicts arising between the Services and other activities undertaken by County or any of County’s Third Party Vendors.

10.2.3. Compatibility of Resources

Supplier shall ensure that the County Systems, all Services, all Assets, other hardware, and other resources and materials that are provided by Supplier to County, otherwise utilized by Supplier, or approved by Supplier for utilization by County, in connection with the use or operation of the County Systems, or with the providing or receiving of the Services (collectively, the “**Supplier Resources**”), shall be successfully and fully integrated and interfaced, and shall be compatible, with, all applicable County Software and all other applicable software, services, systems, items, and other resources that are owned by or leased or licensed to the County, or that are provided to the County by third party service Suppliers as listed in the Functional Service Areas and Work Orders (collectively, the “**County Resources**”). To the extent that any interfaces need to be developed or modified in order for the Supplier Resources to integrate fully and successfully, and be compatible, with the County Resources, Supplier shall be responsible for the development or modification of such interfaces and for such integration, and all such activities shall be deemed to be Services to be provided by Supplier under this Agreement. If County adds new County Resources following the Commencement Dates applicable to Transition-In, any required interfaces shall be addressed through the Change Control Process pursuant to the terms of Exhibit G (Governance Model), Exhibit A.1 (Integrated Requirements FSA), and otherwise under the Agreement.

11. COUNTY RESPONSIBILITIES

11.1. Obligations

During the Term, County shall, on a timely basis and at no charge to Supplier, maintain the County IT Services Governance Manager in accordance with Section 13.4 (County IT Services Governance Manager).

11.2. Interfering Acts

Supplier shall be excused from its responsibility to perform an obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County’s material breach of its obligations under the Agreement, (b) an act or omission of County that, unless otherwise excused pursuant to Section 34 (Internal Dispute Resolution) herein, is Finally Determined to prevent or significantly impair Supplier’s ability to perform the obligation, or (c) a Force Majeure Event pursuant to Section 40.4 (Force Majeure Events) (collectively, “**Interfering Acts**”). Upon the occurrence of acts or omissions by County which result in a claim by Supplier of an Interfering Act, Supplier shall promptly, but in no event longer than three (3) days from the date Supplier knew or should have known of the act or omission, advise County of such occurrence in writing and identify the reason for Supplier’s inability to perform its obligation as a result of the claimed Interfering Act. Nothing in the foregoing shall: (i) relieve Supplier of any portion of responsibility of financial obligation pending a determination that an Interfering Act occurred; (ii) relieve Supplier of liability Finally Determined by a court to be Supplier’s arising from a breach of contract claim as to such failure to perform; or, (iii) preclude County from asserting such failure by Supplier to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause or to apply other available remedies under the Agreement. For the avoidance of doubt, compliance by Supplier with the SLRs and enforcement by County of Charge Adjustments, if applicable, are not suspended, delayed, deferred, or otherwise made inapplicable pending a resolution of whether an Interfering Act occurred. Notwithstanding the foregoing, nothing herein limits the application of Section 40.4 (Force Majeure Events) as provided therein.

11.3. Strategic Control

County shall retain strategic control of all aspects of the services, products, and processes used in County’s business operations, including decisions concerning the Services, County System, architecture, and technical standards. In connection with implementing such strategic control, County shall: (A) establish processes and designate decision-makers to exercise strategic control over the Services; and, (B) establish

procedures to consult with Supplier and other suppliers when and to the extent County determines it to be appropriate. As part of the Services, Supplier shall provide business intelligence, analysis, and support to County in connection with strategy development, assessment, and implementation strategy. All final decisions on matters relating to strategic control over the Services shall be made by County.

12. SERVICES TEAM

12.1. Supplier Program Manager

Supplier shall (A) present three (3) candidates from which County will select an individual who (from the Reference Date) shall be in charge of the Services on a Full-Time basis, and (B) replace this individual when required or permitted pursuant to this Section 12.1 (Supplier Program Manager) or Section 12.3 (Conduct of Supplier Personnel). Supplier's appointment of any Supplier Program Manager shall be subject to County's Approval. Unless otherwise agreed by the Parties, the Supplier Program Manager shall be located at the Orange County Data Center at the address set forth under Exhibit L.2 (Supplier Locations). Supplier shall not reassign or replace any Supplier Program Manager or those Supplier Key Employees designated as **"Designated Key Supplier Personnel,"** listed in Exhibit K (Key Personnel), during the first two (2) years of his or her assignment unless, but in no event sooner than two (2) years from the Reference Date: (A) Supplier obtains County's Approval (with respect to Supplier Key Employees which such Approval shall not be unreasonably withheld) to such reassignment or replacement; or, (B) the individual (i) voluntarily resigns from Supplier, (ii) is dismissed by Supplier for misconduct (e.g., fraud, drug abuse, theft), (iii) is dismissed by Supplier for unsatisfactory performance in respect of his or her duties and responsibilities to County or Supplier, (iv) is removed from the Supplier Personnel pursuant to Section 12.3 (Conduct of Supplier Personnel), (v) is unable to work due to his or her death or disability, or (vi) as to Supplier Key Personnel (excluding the Supplier Program Manager) the individual requests reassignment under compassionate circumstances (e.g., relocation of a spouse) (collectively, **"Approved Reassignments"**). The Supplier Program Manager shall at all times: (A) act as the primary liaison between Supplier and County; (B) have overall responsibility for directing all of Supplier's activities hereunder, directing the performance of all Services from inception through completion; (C) be vested with the necessary authority to fulfill all of the responsibilities of the Supplier Program Manager described in this paragraph; (D) coordinate the preparation of proposals and other responses to the County's requests hereunder, business plans, Service Requests, Specifications, Requirements, Acceptance Test procedures, operating budgets, and financial terms and conditions related to any additional work to be performed by Supplier under this Agreement; and, (E) coordinate and conduct periodic program review sessions with the County to discuss costs, schedules, and any relevant technical aspects of Supplier's performance under this Agreement.

12.2. Supplier Key Personnel

As of the Reference Date and from time-to-time as County and Supplier may agree during the Term, but in no event less frequently than annually, County and Supplier shall designate certain employees of Supplier as key employees (collectively, the **"Supplier Key Personnel,"** and individually, each a **"Supplier Key Personnel"**). Certain Supplier Key Personnel may also be Designated Key Supplier Personnel. The Supplier Key Personnel shall be dedicated to the County account Full-Time and each Supplier Key Personnel shall not be assigned to work on or for any non-County account more than ten (10) hours in a week, not to exceed a total of fifteen (15) hours in a calendar month per each Supplier Key Personnel. Supplier shall request prior written Approval from County, which County may withhold in its sole discretion, if a Supplier Key Personnel will exceed more than ten (10) hours, but not to exceed fifteen (15) hours, in a calendar month. The initial Supplier positions that are to be filled by Supplier Key Personnel are set forth on Exhibit K (Key Personnel). The initial Supplier Key Personnel and Designated Key Supplier Personnel are those individuals listed in Exhibit K (Key Personnel). County shall have the right to (A)

interview all proposed Supplier Key Personnel (including replacements) and (B) review all resumes of proposed Supplier Key Personnel, in each case prior to such individual's commencement of work in support of County under this Agreement. County shall have the right to request the immediate replacement of any Supplier Key Personnel, without cause, by notification to Supplier. Supplier shall promptly honor all such requests for the replacement of Supplier Key Personnel, and Supplier shall promptly replace the Person with another Person acceptable to County and meeting all of the applicable requirements described in this Section 12 (Services Team). Except for a replacement or reassignment of the Supplier Key Personnel due to the occurrence of an Approved Reassignment, Supplier shall not reassign or replace any Supplier Key Personnel. No Approved Reassignment of a Supplier Key Personnel shall occur without at least thirty (30) Calendar Days (or as reasonably practical under the circumstances) prior written notice to County. Supplier will implement and maintain a program or programs designed to retain Supplier Key Personnel on the County account for the prescribed period.

12.3. Conduct of Supplier Personnel

- (A) While at the County Locations, the Supplier Personnel shall (A) comply with all reasonable requests, standard rules and regulations of County communicated or made available to Supplier regarding personal and professional conduct (including the wearing of a particular uniform or identification badge and adhering to the County Policies, Procedures, and Guidelines, including County's general safety practices or procedures) generally applicable to such County Locations, and (B) otherwise conduct themselves in a businesslike manner. Supplier Personnel shall comply with all County Policies, Procedures, and Guidelines that may be in effect during the Term of the Agreement, as well as all applicable Laws.
- (B) The County IT Services Governance Manager shall have the right to Approve or request the removal of any member of Supplier's Personnel at a County Location (including the Supplier Program Manager, Supplier Key Personnel, and Project Staff) assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Person assigned by Supplier to perform Services at a County Location under this Agreement (including the Supplier Program Manager, Supplier Key Personnel or Project Staff) County may request the replacement of that Person; provided, however, that before Supplier shall be required to remove such individual, Supplier shall have a reasonable opportunity to remedy such situation with the County IT Services Governance Manager. Supplier shall make reasonable efforts to furnish a qualified replacement within fifteen (15) Business Days after any such removal. If Supplier should ever need to remove any member of Supplier's Personnel from performing Services under this Agreement at a County Location, Supplier shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to promptly provide an acceptable replacement and ensure project continuity.
- (C) Supplier agrees that all Supplier Personnel assigned to performing this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this Agreement. Supplier shall ensure that all Supplier Personnel providing Services under this Agreement have documented and defined roles and responsibilities, and have received training and education on the County's Policies, Procedures, and Guidelines County System, including Assets, the tools set forth under Exhibit C (Service Management and Life Cycle Services Tools), Service Level Requirements, and on how the relationship under this Agreement varies from Supplier's standard operating procedures. If actions or inactions of Supplier Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Supplier shall perform all such additional work at no additional charge to

County, unless such action or inaction is demonstrated by Supplier to be at the direction of County. Additionally, Supplier agrees that it will take all commercially reasonable steps to ensure continuity over time of the membership of the group constituting Supplier Personnel. Supplier shall promptly fill vacancies on Projects for which County is paying on a time and materials basis with personnel having qualifications comparable in the area of the Project to those of the Supplier Personnel being replaced. Certain training and Documentation requirements to be provided by Supplier with respect to all Supplier Personnel are set forth in Exhibit J (Training and Certification Requirements).

12.4. Drug and Alcohol-Free Workplace

County, in recognition of individual rights to work in a safe, healthful, and productive workplace, has adopted a requirement for a drug and alcohol free workplace. This policy provides that all County-employed service providers and their employees shall assist in meeting this requirement. As a material condition of this Agreement, the Supplier agrees and shall ensure that all Supplier Personnel, while at any County Location or while performing any Services: (A) shall not be in any way impaired because of being under the influence of alcohol or a drug; (B) shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; and, (C) shall not sell, offer, or provide alcohol or a drug to another Person. Supplier shall inform all Supplier Personnel who are performing Services for the County of the County objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County, and that they are subject to random drug screenings by the County. Supplier shall provide evidence to County that Supplier Personnel have been informed of and agree to such random drug screenings. The County may terminate for default or material breach this Agreement and any other contract the Supplier has with the County, if the Supplier, or Supplier Personnel, are determined by the County not to be in compliance with the conditions listed in this Section 12.4 (Drug and Alcohol-Free Workplace).

- (A) In connection with maintaining a drug and alcohol-free workplace for County, Supplier hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Supplier shall:
 - (i) Publish a statement notifying Supplier Personnel that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against Supplier Personnel for violations, as required by Government Code Section 8355(a)(1).
 - (ii) Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform Supplier Personnel about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation, and employee assistance programs; and,
 - (d) Penalties that may be imposed upon Supplier Personnel for drug abuse violations.
 - (iii) Provide as required by Government Code Section 8355(a)(3) that all Supplier Personnel who provide Services under this Agreement:
 - (iv) Will receive a copy of the company's drug-free policy statement; and,
 - (v) Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

- (B) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and Supplier may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
- (i) Supplier has made false certification, or
 - (ii) Supplier violates the certification by failing to carry out the requirements as noted above.

12.5. Employee Qualification and Verification

Subject to and in accordance with applicable Law, Supplier, prior to assigning an individual as Supplier Personnel and at Supplier's sole expense, shall have appropriately verified the qualifications of such individual, and including verifying employment history, conducting reference checks, verifying non-employer technical certifications, or education completed or degrees awarded, performing drug testing, conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years, and performing such other types of verification as reasonably requested by County.

12.6. Employee Eligibility Verification

Supplier represents and warrants that it is and will be in full compliance with all applicable Laws regarding the employment of aliens (as that term is defined in applicable Laws) and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Supplier shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by applicable Laws including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Supplier shall retain all such documentation for all covered employees for the period prescribed by the Law. The Supplier shall indemnify, defend with counsel Approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Supplier or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any Persons performing work under this Agreement.

12.7. Reference Checks

Supplier represents and warrants that all Persons assigned to provide Services under this Agreement have satisfactory past work records indicating their ability to (A) adequately perform the Services under this Agreement to which they are assigned, and (B) accept the kinds of responsibilities under this Agreement that correspond to such Services (e.g., maintaining the confidence of County Data in accordance with Section 14.8 (Safeguarding County Data)).

12.8. Background Investigation

Supplier shall perform a reference and criminal background investigation on all Supplier Personnel in accordance with the Requirements of Exhibit V (Background Check Requirements). Within forty-eight (48) hours after County's request, Supplier shall provide County with a copy of any such reference and criminal background investigation to the extent permitted by Law. Supplier shall not permit any Supplier Personnel who have been convicted of a crime of dishonesty, breach of trust, or money laundering to provide Services under this Agreement, or to have access to any of County Confidential Information or County Data. County shall not be Charged for work performed by Supplier Personnel, and shall not be invoiced by Supplier for such Supplier Personnel, until such date that such Supplier Personnel have passed such background check and begin work.

12.9. Non-Discrimination

In the performance of this Agreement, Supplier agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in nor permit any employees or Subcontractors to engage in discrimination in employment of Persons because of the sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation of such Persons. Supplier acknowledges that a violation of this provision shall subject Supplier to all penalties imposed for a violation of anti-discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

12.10. Specialized Personnel

If it is necessary, in connection with the performance of the Services, that Supplier Personnel or Subcontractors be assigned responsibilities in a County Location (not including any Locations leased or subleased by Supplier from County) that requires special health, security, or safety training, as deemed by County, then Supplier shall make arrangements to provide such training to the applicable Supplier Personnel at no Charge or other fee to County.

12.11. Training

Supplier shall provide, and cause its Subcontractors to provide throughout the Term of this Agreement, all such technical and interpersonal training to the Supplier Personnel, and to any employees of Supplier's Subcontractors that are assigned to provide Services hereunder, as may be necessary and appropriate for them to collectively perform, on behalf of Supplier, all of Supplier's duties under this Agreement. In any event, the levels and extent of training provided by Supplier to the Supplier Personnel shall be at least equal to the average levels of training given to other Supplier employees holding comparable positions, under similar circumstances, and performing work of a similar nature and level of complexity.

13. MANAGEMENT AND CONTROL

13.1. Governance

As part of the Services and for no additional obligation, liability, fee, cost, expense, or Charge, Supplier shall comply with the County governance model as set forth in Exhibit G (Governance Model).

13.2. County Policies, Procedures, and Guidelines

Supplier shall provide all Services under this Agreement in accordance with the County Policies, Procedures, and Guidelines, and Supplier's Best Practices, provided Supplier's Best Practices do not conflict with the County Policies, Procedures, and Guidelines. As of the Reference Date, County's Policies, Procedures, and Guidelines are set forth on Exhibit W (County Policies, Procedures, and Guidelines). The Parties acknowledge and agree that, as of the Reference Date, Supplier is fully informed as to the County Policies, Procedures, and Guidelines. Supplier shall be responsible for the promulgation and distribution of the County Policies, Procedures, and Guidelines to all Supplier Personnel as and to the extent necessary and appropriate. Additions or modifications to the County Policies, Procedures, and Guidelines may be (A) communicated orally by County or another Authorized User directly to Supplier or designated Supplier Personnel, (B) disclosed to Supplier and Supplier Personnel in writing, (C) conspicuously posted at a County Location, (D) electronically posted, or (E) communicated to Supplier or designated Supplier Personnel by means generally used by County to disseminate such information to its employees or contractors at the applicable location. Supplier and Supplier Personnel shall observe and comply with such additional or modified County Policies, Procedures, and Guidelines.

13.3. Change Control Process

- (A) In making any Change in the County Information Technology Environment and other standards, processes, procedures and controls or associated technologies, architectures, standards, products, Assets, County Systems, Services, or Materials provided, operated, managed, supported or used in connection with the Services, Supplier shall comply with the change control procedures described Exhibit G (Governance Model); the County's Policies, Procedures, and Guidelines, including the County's Operations Handbook; and otherwise under the Agreement.
- (B) Prior to making any change to a County System ("**System Change**") or using any item of Assets to provide the Services, Supplier shall have verified by appropriate testing that the change or item has been properly installed, is operating in accordance with its specifications, is performing its intended functions in a reliable manner and is compatible with and capable of operating as part of the County System.
- (C) Unless otherwise agreed in writing, Supplier shall bear all obligations, liabilities, fees, costs, expenses, and charges associated with any System Change to be made in connection with the Services, including all obligations, liabilities, fees, costs, expenses, and charges associated with: (i) the design, installation, implementation, testing and rollout of such System Change; (ii) any modification or enhancement to, or substitution for, any impacted Assets; (iii) any increase in the cost of operating, maintaining or supporting an impacted system or Assets; and, (iv) any increase in resource usage to the extent it results from the System Change.
- (D) In making any System Change, Supplier shall comply with the Change Control Process and the Operations Handbook. Supplier shall make no System Change which may: (i) increase County's total costs of receiving the Services (to the extent such costs are or should be known to Supplier); (ii) require material changes to County facilities, County Systems, or Assets; or, (iii) have a material adverse impact on the functionality, interoperability, performance, or resource efficiency of the Services, without first obtaining County's Approval, which Approval County may withhold in its sole discretion. If Supplier desires to make such a System Change, it shall provide to County a written proposal describing in detail the extent to which the desired System Change may affect the functionality, performance, or resource efficiency of the Services and the benefits, savings and risks to County associated with such System Change.
- (E) Supplier shall make no System Change that may require County to install a new version, release or upgrade of, or replacement for, any Software or Equipment or to materially modify any Software or Equipment without first obtaining County's Approval, which County may withhold in its sole discretion.
- (F) Notwithstanding the foregoing, Supplier may make temporary System Changes required by an emergency if it has been unable to contact the County IT Services Governance Manager to obtain Approval after making reasonable efforts. Supplier shall document and report such emergency changes to County not later than the next Business Day after any such System Change is made.
- (G) Supplier will schedule and implement all System Changes so as not to: (i) disrupt or adversely impact the business or operations of County or the Authorized Users; (ii) degrade the Services then being received by them; or, (iii) interfere with their ability to obtain the full benefit of the Services.
- (H) On a monthly basis, Supplier will prepare a rolling quarterly "look ahead" schedule for ongoing and planned System Changes for the next three (3) months. The status of System Changes will be monitored and tracked against the applicable schedule.

- (I) Supplier shall: (i) schedule all Changes so as not to unreasonably interrupt County's business operations; (ii) prepare and deliver to County each month a rolling schedule for ongoing and planned Changes for the next three (3) calendar month period; (iii) monitor the status of Changes against the applicable schedule; and, (iv) document and provide to County notification (which may be given orally provided that such oral notice is confirmed in writing to County within two (2) Business Days) of all Changes performed on a temporary basis to maintain the continuity of the Services no later than the [REDACTED] the Change is made.
- (J) If information contained in any Documentation developed by Supplier under this Agreement is no longer accurate or current due to the implementation of a Change, Supplier shall, within one (1) month after the completion of the Change, revise the impacted Documentation and provide such revised Documentation to County.

13.4. County IT Services Governance Manager

- (A) The County IT Services Governance Manager for this Agreement shall be as set forth under Exhibit K (Key Personnel) (or his or her designee).
- (B) County shall notify Supplier in writing of any Change in the name or address of the County IT Services Governance Manager.
- (C) The County IT Services Governance Manager shall: (i) be responsible for County's performance of its tasks under the Functional Service Areas and Work Orders; (ii) meet or confer with the Supplier Program Manager on a regular basis; and, (iii) have the right to inspect any and all Services provided by or on behalf of Supplier.

13.5. County Personnel

Unless otherwise stated in this Agreement, all County Personnel assigned to this Agreement shall be under the exclusive supervision of County. Except as otherwise provided in this Agreement, Supplier understands and agrees that all such County Personnel are assigned only for the convenience of County. Supplier hereby represents that its price and performance hereunder are based solely on the work of Supplier's Personnel, except as otherwise expressly provided by this Agreement; provided, however, that nothing in this Section 13.5 (County Personnel) shall relieve Supplier of its obligations under this Agreement.

13.6. Conflict of Interest

County's policies expressly prohibit County and its employees from engaging in activities involving a conflict of interest. Supplier shall not at any time during the Term of this Agreement knowingly employ or otherwise engage any County employee for any purpose in any way related to Supplier's performance of its obligations hereunder. Supplier shall at all times exercise reasonable care and diligence to prevent any actions, circumstances, or conditions that could result in a conflict between Supplier (or any of its employees, agents, Supplier Personnel, or Subcontractors) and the best interests of County. Such efforts by Supplier shall include establishing reasonable precautions to prevent its employees, agents, and Subcontractors from making, receiving, providing, or offering to any employees of County any gifts, entertainment, payments, loans, or other considerations that could appear to or be deemed to, or create the impression of an attempt to, influence individuals to act in a manner contrary to the best interests of County. Supplier represents, warrants, and covenants that: (A) neither Supplier nor its Affiliates nor their employees shall have or shall acquire any direct contractual financial, business, or other interest, that would conflict in any material manner or degree with Supplier's performance of its duties and obligations under this Agreement; (B) neither Supplier nor any of its Affiliates nor their employees has used or shall use the authority or position provided, or to be provided, under this Agreement to obtain financial gain for Supplier (except as set forth in this Agreement), or any such Affiliate or employee, or for a member of

the immediate family of any such employee; (C) except as set forth in this Agreement, neither Supplier nor any of its Affiliates, nor any employee of any of the foregoing, has used or shall use any County Confidential Information acquired in the award or performance of the Agreement to obtain financial gain for Supplier, or any such Affiliate or employee, or for a member of the immediate family of any such employee; (D) neither Supplier nor any of its Affiliates, nor any employee of any of the foregoing, has accepted or shall accept another County contract that would impair the independent judgment of Supplier in the performance under this Agreement; and, (E) neither Supplier nor any of its Affiliates or Subcontractors, nor any employee of any of the foregoing, has paid or agreed to pay any Person, other than bona fide employees working solely for Supplier or any such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or would result from the award or execution of this Agreement. Supplier shall require each Subcontractor to certify to Supplier as to the matters in subsections (A) through (E) of this Section 13.6 (Conflict of Interest), with respect to itself, its employees, and their immediate family members, as applicable.

13.7. Operations Handbook

- (A) As part of the Services, and at no additional cost to County, Supplier shall deliver to County for its review, comment, and Approval (i) an outline of the topics to be addressed in the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and (ii) a final draft of the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks (the **“Operations Handbook”**) (if the outline of topics and final draft are not in the Transition-In Plan as of the Reference Date, they will be included by Supplier as the plan is updated). Obtaining County’s Approval of the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks after the Reference Date, shall be a Critical Deliverable for Supplier as provided in the Transition-In Plan and time for County revisions and reviews must be accounted for by Supplier. County shall provide reasonable cooperation to Supplier in connection with Supplier’s preparation of the Operations Handbook.
- (B) At a minimum, the Operations Handbook shall include the following:
 - (i) a detailed description of the Services and the manner in which each will be performed by Supplier, including: (a) the Assets and County Systems to be operated, supported, or used; (b) Documentation (including operations manuals, user guides, specifications, policies/procedures, and disaster recovery plans) providing further details regarding such Services; (c) the specific activities to be undertaken by Supplier in connection with each Service, including, where appropriate, the direction, supervision, monitoring, staffing, reporting, planning, and oversight activities to be performed by Supplier under this Agreement; and,
 - (ii) the procedures for County/Supplier interaction and communication, including: (a) call lists; (b) procedures for and limits on direct communication by Supplier with County Personnel; (c) problem management and escalation procedures; (d) priority and project procedures; (e) Acceptance Testing; (f) quality assurance procedures and checkpoint reviews; and, (g) annual and quarterly financial objectives, budgets, and performance goals.
- (C) Supplier shall incorporate any comments or suggestions of County into the Operations Handbook and shall deliver a final version to County within fifteen (15) Calendar Days after its receipt of such comments and suggestions. The Parties shall agree on the final form of the Operations Handbook, subject to County’s right to exclude elements it deems to be inconsistent with this Agreement. The Operations Handbook will be delivered and maintained by Supplier in web-enabled format,

shall be stored in a County-provided document repository location (e.g., SharePoint) and shall only be stored in a County-provided document repository location (e.g., SharePoint) and be accessible electronically to County IT management and Authorized Users on County's intranet.

- (D) The Operations Handbook is not intended to modify the Agreement, any Functional Service Area or any County Policies, Procedures, and Guidelines in any way. In the event of any difference or conflict between this Agreement (including all other Exhibits and Schedules hereto), on the one hand, and the Operations Handbook, on the other hand, the terms and conditions set forth in the Agreement (including all other Exhibits and Schedules hereto) shall preempt and control over the Operations Handbook.
- (E) In addition to Supplier's obligations to comply with the County Policies, Procedures, and Guidelines, Supplier shall perform the Services in accordance with County's then-current operational policies and procedures until the Operations Handbook is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Operations Handbook. In the event of a conflict between the provisions of this Agreement and the Operations Handbook, the provisions of this Agreement shall control.
- (F) Supplier shall promptly modify and update the Operations Handbook to reflect changes in the operations or procedures described therein, and shall provide the proposed changes in the manual to County for review, comment, and Approval. The Operations Handbook is to be updated regularly by Supplier and Supplier shall provide an updated Operations Handbook to County at least two (2) times each Contract Year after the first Contract Year. To the extent any change would increase the cost of the Services to County or could have a material adverse impact on the scope, accuracy, speed, responsiveness, or quality of the Services, such change shall not take effect unless it has been Approved by County.

13.8. Quality Assurance

- (A) Supplier shall develop and implement quality assurance processes and procedures to ensure that the Services are performed in an accurate and timely manner, in accordance with the Service Level Requirements and best practices of the information technology industry and in compliance with all applicable Laws. Such procedures shall include verification, checkpoint reviews, testing, acceptance, and other procedures for County to assure the quality and timeliness of Supplier's performance. Supplier shall submit such processes and procedures to County for its review, comment, and County's Approval by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks. Upon County's Approval, such processes and procedures shall be included in the Operations Handbook. However, no failure or inability of the quality assurance procedures to disclose any errors or problems with the Services shall excuse Supplier's failure to comply with the Service Level Requirements and other terms of this Agreement.
- (B) Supplier shall provide the Services in accordance with ISO 9000 and 27000 standards series and 9001 and 27001 certification (or such standards and certification standards as shall succeed ISO 9000 and 27000, as applicable), NIST Special Publication 800-53, and the NIST Cybersecurity Framework with respect to its provision of the Services and shall continually ensure that all of its procedures and processes comply with such standards and that applicable certifications are maintained (collectively "**ISO and NIST Compliant**" or "**ISO and NIST Compliance**"). As of the Commencement Date, the Services shall be ISO and NIST Compliant only in those areas in which such Services were ISO and NIST Compliant prior to such date. For any areas not then ISO and NIST Compliant, Supplier shall promptly develop a plan to achieve such compliance for County's review and Approval. Unless the Parties otherwise agree, Supplier shall cause all Services to be

ISO and NIST Complaint by the end of the Transition-In Period and, upon achieving compliance, shall proceed expeditiously to obtain applicable ISO certification within the 9000 and 27000 series of standards. In addition, Supplier shall ensure that it, its employees, agents, and Subcontractors take no action that results in the Supplier losing any ISO 9000 or similar quality certification in existence as of the Reference Date, or which the Supplier obtains or seeks to obtain after such date.

13.9. Notice of Adverse Impact

Supplier shall promptly inform County in writing of any failures by Supplier to comply with its obligations under this Agreement, or any other situation, that Supplier is aware of that have resulted, or is aware of that could reasonably result, in an adverse impact on the (A) Services or the County's IT operations, (B) integrity of County's financial and other internal controls, or (C) quality or accuracy of County's financial, accounting, and human resources records. County may assume that no such circumstances exist unless Supplier so notifies County.

14. DATA AND REPORTS

14.1. IT Security Controls

Supplier will implement, follow, and maintain appropriate security controls, at least in compliance with County's information technology security standards and requirements as set forth in County's Policies, Procedures, and Guidelines, which may be updated by County and communicated to Supplier from time-to-time, including submitting to a formal security review to take place once during each year of the Term or in connection with any Security Incident, conducted by County or its designee to ensure the confidentiality, availability, and integrity of all data and information belonging to County which may be delivered to, generated by, or otherwise used or processed by or on behalf of Supplier or any Subcontractor, and warrants and represents that such appropriate security controls are operational and effective as at the Reference Date of this Agreement. Supplier will not downgrade the security configuration of any system processing any such County Data without the prior written consent of County. Without limiting anything set forth in the Functional Service Areas or Work Orders or this Agreement, such security controls shall include providing a centralized Supplier security organization or group that is responsible for all aspects of such security Services, routinely performing all necessary and appropriate security assessments and evaluations, developing and implementing a Best Practices-based security plan (subject to the reasonable written Approval of County) that conforms in all respects to the requirements of all applicable Laws and ordinances relating to security, privacy, or confidentiality, ensuring compliance with County security policies and procedures provided or made available to Supplier, performing all necessary and appropriate security-related audits and reports, and promptly providing County with a full and complete copy of each such report.

14.2. Data Integrity

Supplier acknowledges and agrees that it will comply with requirements in addition to those described in this Section 14 (Data and Reports) in relation to data integrity, handling, or storage of County Data in Supplier's possession or control that County may require as part of its security compliance program.

14.3. Provision of Data

County shall supply to Supplier, in connection with the Services required, data in the form and on such time schedules as may be agreed upon by County and Supplier from time-to-time to permit Supplier to perform the Services in accordance with the Service Level Requirements and this Agreement.

14.4. Ownership of County Data

As between County and Supplier, all of the County Data is, and shall remain, the property of County and County shall retain exclusive rights and ownership of the County Data. In addition to any other rights and obligations set forth in Section 28 (Confidentiality), the County Data, or any part of such data shall not be: (A) used by Supplier for any purpose other than as required under this Agreement in connection with providing the Services; (B) disclosed, sold, assigned, leased, or otherwise provided to third parties by Supplier; or, (C) commercially exploited or otherwise used by or on behalf of Supplier, its officers, directors, employees, or agents, other than in accordance with this Agreement. If Supplier becomes legally compelled to disclose any County Data to a court, administrative agency, or other governmental body, Supplier shall provide County with written notice thereof within five (5) Calendar Days of the date it has knowledge of such demand for disclosure so that County may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Supplier agrees to furnish only that portion of the County Data that is legally required to be furnished, and to exercise commercially reasonable efforts to obtain assurance that confidentiality will be maintained for such data. Supplier shall be responsible for the acts and omissions of any Supplier Affiliates, Subcontractors, Supplier Personnel and/or any other Third Party that has access to, or processes (within the meaning of the applicable Data Privacy Laws), County Personal Data on Supplier's behalf or otherwise by or through Supplier in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such County Personal Data.

14.5. Correction of Errors

Supplier shall (A) promptly correct any errors or inaccuracies in the County Data and the Reports caused by Supplier, its agents, or Subcontractors, and (B) identify Service Level Requirement issues caused by any errors or inaccuracies in the County Data.

14.6. Return of Data

Upon request by County, Supplier shall, as identified by County, (A) promptly return to County, in the format and on the media as reasonably requested by County, all County Data, and (B) erase or destroy County Data in Supplier's possession. Any archival tapes containing County Data shall be used solely for back-up purposes or as otherwise required to provide the Services.

14.7. Status Reports

Supplier shall provide to County those management and production Reports described in this Agreement, the applicable Functional Service Areas, and Exhibit R (Required Reports) as may be modified in writing by Supplier and County from time-to-time. In accordance with Exhibit R (Required Reports), periodically during the Term of this Agreement, but not less frequently than once each month, Supplier shall deliver to the County IT Services Governance Manager a written report summarizing the progress of the Services and the operation of the County Systems during the preceding month, including problems that have occurred and could delay Supplier's performance of anticipated activities and expected problems during the upcoming month (each such report, a "**Status Report**"). At a minimum, each Status Report shall include: (A) the current status and progress of the performance of the Services and the ongoing operation, support, and maintenance of the County Systems, and projects and an assessment of how such status and progress compares to the Critical Milestones, if applicable, the Transition Plan and Transition Deliverables, and any other schedules or deadlines set forth in the Functional Service Areas and Work Orders; (B) any actual delays; (C) any reasonably anticipated delays; (D) any failures, or correction of any failures; and, (E) such other information as County may reasonably request from time-to-time. Notwithstanding the foregoing, Supplier shall immediately notify (but in no event more than five (5) Business Days after Supplier first knew of such obstruction or delay) the County IT Services Governance Manager, in writing,

in the event that Supplier is obstructed or delayed in its performance of the Services, or the operation, support, or maintenance of the County Systems or projects.

14.8. Safeguarding County Data

Supplier shall develop security policies and procedures as provided in Sections 7.3 (Safety Procedures), 7.4 (Security Procedures and County Personal Data Incident Requirements), and 8 (Data Backup and Disaster Plan) consistent with (and which shall incorporate) the applicable Requirements of County's Policies, Procedures, and Guidelines and designed to protect County against the destruction, loss, or alteration of County Data. Without prejudice to the generality of Section 14.1 (IT Security Controls), Supplier will ensure that all County Data is protected at all times, in such manner as (subject to Section 14.1 (IT Security Controls)) is consistent with County's data security classification applicable to such data from time-to-time and of which Supplier is made aware of by County, from corruption and from unauthorized access and interference both while such County Data is within the possession or control of Supplier or Subcontractor and while (if transmission is consistent with the classification of such County Data and is strictly required for the purpose of performing any Services) it is in transit across a network (whether public or private). County shall permit Supplier and its Subcontractors to have access to the County Data solely to the extent Supplier requires access to the data to provide the Services as contemplated by this Agreement. Supplier may only access and process the County Data in connection herewith or as directed by County in writing and may not otherwise modify the County Data, merge it with other data, commercially exploit it, or do (or refrain from doing) any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing. Without limiting the generality of the previous sentence, Supplier shall at all times protect the integrity, security, and confidentiality of all County Data as County Confidential Information, and shall create, implement, enforce and maintain appropriate policies and procedures, consistent with (and which shall incorporate) the applicable County Policies, Procedures, and Guidelines, to ensure such integrity, security, and confidentiality.

14.9. Data Transfer Approvals

Supplier must obtain County Approval for the transfer of data outside of the County networks. The County recognizes there will be need to transfer configuration data, procurement information, and establish various types of remote connections and data transfers between County networks and outside entities. As such, the Supplier only needs to obtain Approval of each unique solution, in which case County may Approve the destination storage location, transport medium/method, and/or storage service providers. Once County has Approved the data storage location and data transfer mechanisms, the Supplier may use such Approved data transfer mechanisms through the Term, or unless otherwise specified by County. Supplier is also required to develop documented SOPs or knowledge base articles to capture the Approved data transfer mechanisms.

14.10. Transmission of Data

Where County Data is transmitted across a network or stored on any portable medium or device, Supplier acknowledges and agrees that the level of protection that Supplier and its Subcontractors is obliged to adopt pursuant to Section 14.1 (IT Security Controls) will be consistent both with the data security classification of the County Data in question and with the additional risk posed by its transmission or its storage on a portable medium or device.

14.11. Data Retention

Supplier shall adhere to all established County Policies, Procedures, and Guidelines regarding retention and storage of County Data and Confidential Information. The County Data retention policies applicable

as of the Reference Date are attached to and included in Exhibit W (County Policies, Procedures, and Guidelines). Supplier shall not destroy any County Data in violation of County Record Retention Policy or prior to receiving County's Approval. Without prejudice to the generality of Supplier's obligation to preserve the confidentiality of the Confidential Information of County and to observe proper information technology security procedures, and subject to any Policies, Procedures, and Guidelines in relation to the security of portable devices that is expressly agreed between County and Supplier to be in substitution for this Section 14.11 (Data Retention), Supplier agrees, represents, and warrants that: (A) no County Data or any data or information relating to this Agreement from which County could be identified is stored or processed on portable devices used by Supplier that are capable of data storage (including laptops, PDAs, and memory sticks), unless such portable devices are secured in accordance with data security best practices and fully compliant with County's then current security policies that control the use of such devices or County provides and specifically requests Supplier to use a particular portable device; or, (B) that such storage and processing occurs only on the premises of County or on secure premises of Supplier and that no such data is resident on such portable devices when they are not on such premises.

14.12. Portable Devices and Removable Media

Supplier shall take measures consistent with the then current standard of care to ensure that no County Confidential Information or Personal Data is stored on any portable devices capable of data storage and used or in the possession of Supplier Personnel (including laptops and memory sticks) except where such storage is required for the performance of Supplier's obligations under this Agreement and provided that (A) any such County Data is encrypted and neither County nor any of its personnel could be identified from such County Data, or (B) that any such portable devices are only those provided by County and are secured in accordance with data security best practices and fully compliant with County's then current security policies that control the use of such devices.

14.13. Processing County Personal Data

- (A) Each Party warrants to the other that it shall comply at all times with their respective obligations under applicable Data Protection Laws, any associated regulations or subordinate legislation, and any other applicable data protection and privacy legislation in disclosing Personal Data to the other Party, and in the performance of its obligations under this Agreement.
- (B) Supplier acknowledges that the County Data may include personal information pertaining to California residents. Supplier shall comply with the requirements of California Civil Code §1798.82 et. seq., the California Consumer Privacy Act of 2018, or any similar federal or state statute that may be enacted to the extent such requirements are applicable to Supplier as an information technology service provider. Supplier shall also cooperatively work with County with respect to its compliance with such requirements that are applicable to County, including the encryption of all personally-identifiable County Data or County Confidential Information. County shall be entitled to a reimbursement from Supplier for any and all out of pocket expenses incurred by County related to notifications of affected parties and other workarounds and mitigation measures in the event that personally identifiable information is disclosed or otherwise compromised as a result of Supplier's acts or omissions, including Supplier's failure to encrypt personally-identifiable County Data and County Confidential Information as provided in this Section 14.13(B). In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 14.13(B), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of

liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

- (C) The Parties acknowledge and agree that in relation to Personal Data processed by Supplier or any Supplier Affiliate (or their Subcontractors) in connection with the performance of the Services under this Agreement, Supplier and any Supplier Affiliate (or their Subcontractors) shall be the Data Processor and County shall be the Data Controller.
- (D) Supplier understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of County Personal Data, it shall act only on instructions and directions from County and in accordance with the applicable County Policies, Procedures, and Guidelines and Laws. Supplier shall comply promptly with all such instructions and directions received by Supplier from County from time-to-time. Supplier agrees to collect, process, and use any County Personal Data received from County only for purposes of providing the Services, and not to make County Personal Data received from County available to any Third Parties, other than at County's specific written request or in order to comply with any applicable Laws or as necessary to provide the Services.
- (E) If County is required to provide information to a data subject regarding that individual's County Personal Data, Supplier will cooperate with County in providing such information to the full extent necessary to comply with Data Privacy Laws, and, where a request by a data subject is made directly to Supplier, it shall as soon as reasonably practicable notify County in writing upon receipt of a request (whether oral or in writing) from such an individual providing sufficient details and information as are required by County to comply with its obligations under the Data Privacy Laws. If further to this request the County Personal Data must be corrected or amended, Supplier shall correct or amend the County Personal Data as instructed by County.
- (F) The Parties acknowledge and agree that County will be and remain the controller of the County Personal Data for purposes of all applicable Data Privacy Laws, with rights under such Laws to determine the purposes for which the County Personal Data is processed, and nothing in this Agreement will restrict or limit in any way County's rights or obligations as owner and/or controller of the County Personal Data for such purposes. As such controller of the County Personal Data, County is directing Supplier to process the County Personal Data in accordance with the terms of this Agreement and is consenting to Supplier's access to the County Personal Data for such purpose. The Parties also acknowledge and agree that Supplier may have certain responsibilities prescribed by applicable Data Privacy Laws as a processor of the County Personal Data, and Supplier hereby acknowledges such responsibilities to the extent required thereby for processors of personal data and agrees that such responsibilities will be considered as a part of the Services to be provided by Supplier under this Agreement.
- (G) As a Data Processor for the benefit of County, Supplier and any Supplier Affiliate (as the case may be) shall:
 - (i) implement appropriate technical and organizational measures to protect against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of or damage to Personal Data;
 - (ii) act only on the written instructions from the relevant County Data Controller in relation to such Personal Data. For the purposes of this Section 14.13 (G)(ii), instructions shall include: (a) this Agreement, including those actions reasonably necessary to provide the Services under this Agreement; and, (b) any further instructions which the relevant County Data Controller may issue to Supplier or Supplier Affiliate, for example instructions regarding necessary changes to information technology security obligations (any such

- further instructions will comply with the procedures set out in this Agreement, including the use of the Change Control Process where such additional instructions result in a change to the Agreement);
- (iii) notify the relevant County Data Controller of any incident of accidental or unlawful destruction, accidental loss, or unauthorized or accidental disclosure of or access to the Personal Data;
 - (iv) not disclose to or share access to the Personal Data with, or appoint in relation to the Services in whole or part, any sub-processor without the express prior written consent of the relevant County Affiliate Data Controller (such consent not to be unreasonably withheld or conditioned) and so long as the processing of any Personal Data which is disclosed to such a sub-processor is subject to conditions and obligations substantially similar to those set out in this Section 14.13 (Processing County Personal Data);
 - (v) not cause or permit County Data to be transferred outside of the United States;
 - (vi) unless retention of any Personal Data is required or permitted by Law, upon expiry or termination of this Agreement, take all reasonable steps to destroy all physical copies still in Supplier's possession or control and delete all electronic copies of Personal Data from all Supplier systems and information technology infrastructure, and as to any Personal Data retained on Supplier premises, complete a certificate of destruction and deliver it to the relevant County Affiliate Data Controller, not more than thirty (30) Calendar Days after the termination of this Agreement, except for backups, with such information backups to be deleted by regular rotation of backup media and files;
 - (vii) promptly notify the relevant County Affiliate Data Controller about any request received directly from a Data Subject, and provide such reasonable assistance to the relevant County Affiliate Data Controller in order to respond to that Data Subject in accordance with the relevant County Affiliate Data Controller's obligations under Data Protection Laws; and,
 - (viii) promptly inform the relevant County Affiliate Data Controller (if lawful to do so) if it receives any correspondence or request for information from a regulatory body in relation to the Personal Data to which this Agreement relates, and shall provide such reasonable assistance to the relevant County Affiliate Data Controller in order to respond to that regulatory body, where relevant, in accordance with the relevant County Affiliate Data Controller's obligations under Data Protection Laws.
- (H) Supplier and a Supplier Affiliate (as may be applicable) shall, whether acting as Data Processor or Data Controller, indemnify County, its elected and appointed officials, those special districts and agencies which County's Board of Supervisors acts as the governing Board, and any County Affiliate or Authorized User (including their officers and directors) on written demand in respect of any direct losses incurred or suffered by such in relation to Supplier's data protection Services, or any court of competent jurisdiction finds that the processing of Personal Data by Supplier or a Supplier Affiliate in relation to this Agreement is not in compliance with the Data Protection Laws. Such an indemnity shall not be required where Supplier and a Supplier Affiliate has acted solely in accordance with the written instructions of County, a County Affiliate, or an Authorized User (as the case may be) as required in this Section 14 (Data and Reports) above. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 14.13(H), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees,

paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

14.14. HIPAA Business Associate

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320(d) through (d)(8) and as amended from time-to-time ("**HIPAA**"). Under this Agreement, the Supplier provides services to County and the Supplier receives, has access to, and/or creates Protected Health Information in order to provide those services. Supplier acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations ("**C.F.R.**"), parts 142, 160, and 164, as the same may be amended from time-to-time, and any other applicable federal and state Laws (including California Civil Code Section 56.10) (collectively, the "**Privacy and Security Laws**") and agrees to maintain the confidentiality of all such records and information in accordance with such laws. The Parties further agree that they shall abide by the provisions of Exhibit I (Business Associate Agreement) hereto with respect to information subject to HIPAA. Should County amend Exhibit I (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the Business Associate Agreement), the Parties will amend Exhibit I (Business Associate Agreement) to replace Exhibit I (Business Associate Agreement) with the updated Business Associate.

Supplier will establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information. Supplier will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information (the "**Security Rule**," published at 45 CFR Parts 160 - 164). Supplier will ensure that any agent, including any Subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect that information. Supplier will report any Security Incidents of which it becomes aware to County in accordance with Section 7.4.4 (Security Incidents). This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Supplier.

15. CONSENTS

15.1. Obtaining Consents

Supplier shall obtain all consents, assignments, amendments, modifications and approvals necessary to: (A) to effectuate the proper use and transfer of the Intellectual Property, Assets, Services, or any other documents, technology assets, or instruments contemplated under this Agreement by Supplier or County (as appropriate), and (B) ensure the transactions contemplated by this Agreement shall not result in any default with respect to any Law, rule, regulation, order, decree, license, agreement, contract, commitment, or instrument to which Supplier or County is a party or by which County or Supplier is bound ((A) and (B) collectively, the "**Consents**"). County will use commercially reasonable efforts to cooperate with Supplier in obtaining the Consents. Supplier shall perform all administrative activities associated with obtaining such Consents as part of the Services.

15.2. Consent Remedy

If, despite documented commercially reasonable efforts, Supplier is unable to obtain Consent, then, unless and until such Consent is obtained, Supplier shall, subject to County's Approval, use commercially reasonable efforts to identify and implement such alternative approaches as are necessary and sufficient

to provide the Services without such Consent. If such alternative approaches are required for a period longer than ninety (90) Calendar Days after the Commencement Date, the Parties will reduce the Charges (A) by any additional expenses incurred by County arising from such failure, and (B) to reflect any Services not being received by County or the impact of such Service being provided by Supplier in an alternative fashion. Additionally, if Supplier fails to obtain a Consent within ninety (90) Calendar Days after the Commencement Date and such failure has a material adverse impact on the Services, whether as a whole or as to any part thereof, by County or the Authorized Users, County may terminate the Agreement, any Functional Service Area or any affected portion thereof without any liability, cost, fee, expense, or charge of any kind. Except as otherwise expressly provided herein, failure to obtain any Consent shall not relieve Supplier of its obligations under this Agreement, and Supplier shall pay any additional costs incurred by County arising from such failure.

16. SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY

16.1. County Licenses to Supplier

- (A) Subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to provide the Services, a worldwide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as provided in Section 16.1(B)) right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter, and create derivative works of (i) the County Software, (ii) the County Intellectual Property, and (iii) the County Documentation, (collectively, the “**County Licensed Property**”). The County Licensed Property shall be and will remain the exclusive property of County (or the applicable Third Party Vendor, as appropriate).
- (B) Supplier shall be entitled to grant to Supplier Affiliates and Subcontractors a sublicense of the rights provided to Supplier by County under Section 16.1 (A), solely to assist Supplier in the provision of, or to provide, the specific Services to be provided by the Supplier Affiliate or Subcontractor.
- (C) Upon the later of (i) expiration of this Agreement or termination of this Agreement for any reason, or (ii) the completion of any Termination Assistance Services as described in Section 26 (Termination and Expiration Assistance Services), (a) the license rights granted to Supplier, Supplier Affiliates, and Subcontractors in this Section 16 (Software, Documentation, and Intellectual Property) shall immediately terminate, and (b) Supplier shall (1) promptly deliver to County, at no cost to County, a current copy of all of the County Licensed Property in the form in use as of the date of such expiration or termination, and (2) destroy or erase all other copies of the County Licensed Property in the possession of Supplier, its Affiliates, or Subcontractors (or their respective agents), provided that Supplier may retain one (1) archival copy solely as a record of its services or for use as evidence in the event of a dispute between the Parties.

16.2. County Owned Intellectual Capital

- (A) The County Owned Intellectual Capital shall be and will remain the exclusive property of County (or the applicable Third Party Vendor, as appropriate). In consideration of the payments made pursuant to Section 21 (Invoices and Payments) and in addition to County’s rights under Section 16.8 (Works Made for Hire), Supplier hereby assigns and agrees to assign, and County accepts and agrees to accept, all right, title, and interest in and to all copyrights, trade secrets, trademarks, service marks, patents, inventions, proprietary information, or other intellectual property rights, in and to the County Owned Intellectual Capital. Notwithstanding the two preceding sentences or any other provisions in this Agreement, County acknowledges and agrees that the County Owned Intellectual Capital may include Embedded Supplier Proprietary Software, Embedded Supplier Third Party Software, Embedded Supplier Proprietary Documentation, Embedded

Supplier Third Party Documentation, Embedded Supplier Third Party Intellectual Property, or Embedded Supplier Proprietary Intellectual Property (collectively, the “**Supplier Embedded Items**”), all of the preceding which will be or remain the exclusive property of Supplier, and the sole rights of County to such items will be the applicable licenses from Supplier to County set forth in Section 16.3 (Supplier Embedded Items and Supplier Modified Items) below.

- (B) At County’s expense, Supplier further agrees to provide, and agrees to cause its employees, Affiliates, Subcontractors, and agents to provide, to County, all assistance to enable County to perfect, for the benefit of County, all right, title, and interest in County Owned Intellectual Capital. Such assistance shall include:
 - (i) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of County, as well as such ancillary and confirmatory documents as may be required or appropriate, to enable title in the County Owned Intellectual Capital to be clearly and, subject to Supplier’s ownership rights in the Supplier Embedded Items, exclusively vested in County, within the United States and any and all foreign countries; provided, however, that County is responsible for preparing such documentation; and,
 - (ii) upon the request of County, furnishing all relevant information and documentation in the possession of Supplier and not otherwise reasonably available to County, including information and documentation required by County for submission to the United States Patent and Trademark Office and to the United States Copyright Office.
- (C) Upon adequate notice by County and at County’s expense, Supplier shall also make available to County at reasonable times and places for interviewing purposes, necessary employees and agents of Supplier, so that County may obtain information relating to the application for and prosecution of such right, title, and interest in County Owned Intellectual Capital. Supplier also represents, warrants, and agrees to secure from each of its employees, Affiliates, Subcontractors, and agents, to the extent necessary and upon the request of County, the assignment of the above-mentioned right, title, and interests in County Owned Intellectual Capital, as well as the execution of all papers submitted relating to the application for and prosecution of such rights. Supplier shall provide County with evidence of the agreement or part thereof it uses to secure the rights required by this Section 16.2(C) from each of its employees, Affiliates, Subcontractors, and agents as a Transition Deliverable.
- (D) During the Term, subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to perform the Services (and embed or incorporate in Deliverables, County Intellectual Property, County Software, and County Documentation), a worldwide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as provided in the next sentence) right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter, and create derivative works of the County Owned Intellectual Capital. Supplier shall be entitled to grant to Supplier Affiliates and Subcontractors, a sublicense of the rights provided to Supplier by County under Section 16.2(D), solely to assist Supplier in the provision of, or to provide, the specific Services to be provided by the Supplier Affiliate or Subcontractor. Unless a separate agreement relating to Supplier’s use of the County Owned Intellectual Capital is entered into between the Parties, upon expiration of this Agreement or termination of this Agreement for any reason, the rights granted to Supplier in this Section 16.2 (County Owned Intellectual Capital) shall terminate, subject to Section 26 (Termination and Expiration Assistance Services), and Supplier shall (i) deliver to County, at no cost to County, a current copy of all such County Owned Intellectual Capital in the form in use by Supplier in

connection with the performance of the Services as of the date of such expiration or termination, and (ii) destroy or erase all other copies of the County Owned Intellectual Capital which is and will remain the exclusive property of County and any related documentation in Supplier's possession; provided, however, that Supplier may retain one (1) archival copy solely as a record of its services or for use as evidence in the event of a dispute between the Parties. Supplier's obligations herein shall survive termination or expiration of this Agreement for any reason.

- (E) During the Term, subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to provide the Services, a worldwide, royalty-free, non-exclusive, paid-in-full and non-transferable right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter and create derivative works of the County Custom Documentation, County Custom Software and County Custom Intellectual Property.
- (F) In the event any rights, title, or interests of County to County Owned Intellectual Capital granted by Supplier to County pursuant to this Section 16.2 (County Owned Intellectual Capital) are Finally Determined to be invalid, Supplier grants to County, during the Term and upon termination or expiration of this Agreement for any reason, a worldwide, perpetual, royalty-free, paid-in-full, transferable, and exclusive license to use, display, sell, rent, lease, assign, exploit, sublicense, modify, enhance, maintain, transfer, or create derivative works of, the County Owned Intellectual Capital; provided, however, nothing in this Section 16.2 (County Owned Intellectual Capital) requires Supplier to grant a license to County to which it does not have the underlying rights to grant such license.

16.3. Supplier Embedded Items and Supplier Modified Items

As to (A) the Supplier Embedded Items, or (B) Supplier Modified Software, Supplier Modified Documentation, and Supplier Modified Intellectual Property (individually each, and collectively all, the "**Supplier Modified Items**"), Supplier hereby grants to County, during the Term and upon termination or expiration of this Agreement for any reason, a worldwide, perpetual, royalty-free, paid-in-full, transferable and non-exclusive license to use, display, sell, rent, lease, assign, exploit, sublicense, modify, enhance, maintain, transfer and create derivative works for uses related to County's, or its successor's, businesses, provided the Supplier Embedded Items and Supplier Modified Items are not separately commercially exploited and (A) as to the Supplier Modified Items, the use of and right to such items shall be consistent with the purpose for which such items were modified, enhanced, or otherwise altered by Supplier for County, and (B) as to the Supplier Embedded Items, such items remain embedded or incorporated in a Deliverable, County Intellectual Property, County Software, or County Documentation and any derivative works or functional modules thereof.

16.4. Supplier Proprietary Software and Supplier Third Party Software

Supplier Proprietary Software shall be and shall remain the exclusive property of Supplier, and Supplier Third Party Software shall be and remain the exclusive property of licensors to Supplier. Supplier hereby grants to County during the Term and for a period of eighteen (18) months after the Termination Transition Period as set forth in Section 26.3 (Termination Transition Period), solely to receive and use the Services, a world-wide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as set forth in Section 31 (Assignment)) license to the Supplier Proprietary Software and Supplier Third Party Software used in connection with the Services. Notwithstanding the foregoing, Supplier shall transfer the Generally Available Supplier Proprietary Software (and related Supplier Proprietary Documentation) then being used at the end of the Term, and Generally Available Supplier Third Party Software (and related Supplier Third Party Documentation) then being used at the end of the Term, to County subject to the standard license terms and conditions associated with such Generally Available Supplier Proprietary Software and Generally Available Supplier Third Party Software (as applicable) and at no additional cost (including any

transfer, assignment, or license fees); provided, however, that County will be required to pay the ongoing license fees associated with licenses that are not one-time charges or perpetual licenses. County agrees to use commercially reasonable efforts to promptly complete its transition from the Supplier Proprietary Software.

16.5. Supplier Proprietary Documentation and Supplier Third Party Documentation

Supplier Proprietary Documentation shall be and shall remain the exclusive property of Supplier, and Supplier Third Party Documentation shall be and remain the exclusive property of licensors to Supplier. Supplier hereby grants to County during the Term and for a period of twelve (12) months after the Termination Transition Period as set forth in Section 26.3 (Termination Transition Period), solely to receive and use the Services, a world-wide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as set forth in Section 31 (Assignment)) license to the Supplier Proprietary Documentation and Supplier Third Party Documentation used in connection with the Services. County agrees to use commercially reasonable efforts to promptly complete its transition from the Supplier Proprietary Documentation.

16.6. Supplier Proprietary Intellectual Property and Supplier Third Party Intellectual Property

Supplier Proprietary Intellectual Property shall be and shall remain the exclusive property of Supplier, and Supplier Third Party Intellectual Property shall be and remain the exclusive property of licensors to Supplier. Supplier hereby grants to County during the Term and for a period of twelve (12) months after the Termination Transition Period as set forth in Section 26.3 (Termination Transition Period), solely to receive and use the Services, a world-wide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as set forth in Section 31 (Assignment)) license to the Supplier Proprietary Intellectual Property and Supplier Third Party Intellectual Property. County agrees to use commercially reasonable efforts to promptly complete its transition from the Supplier Proprietary Intellectual Property.

16.7. Supplier Reference Intellectual Property

Supplier Reference Intellectual Property shall be and shall remain the exclusive property of Supplier. Supplier hereby grants to County during the Term, solely to receive and use the Services, a world-wide, royalty-free, perpetual, non-exclusive, paid-in-full, and non-transferable (except as set forth in Section 31 (Assignment)) license to the Supplier Reference Intellectual Property.

16.8. Works Made For Hire

In addition to rights granted by Supplier to County elsewhere in this Agreement, the following interests in copyright shall vest in County with respect to the County Owned Intellectual Capital:

- (A) All County Owned Intellectual Capital that is first created and prepared by Supplier under this Agreement that are covered by the definition of a “work made for hire” under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976 will be considered a “work made for hire,” and County will be deemed the sole author and owner of all copyrights in any such works.
- (B) With respect to all County Owned Intellectual Capital that is first created and prepared by Supplier under this Agreement that are not covered by the definition of a “work made for hire” under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that Supplier would be regarded as the copyright author and owner, Supplier hereby assigns and agrees to assign to County, and County accepts and agrees to accept, Supplier’s entire right, title, and interest in and to such works, including all copyrights therein.
- (C) Supplier further agrees to execute, or cause to be executed by its employees, Affiliates, Subcontractors, and agents, assignments of copyright and ancillary and confirmatory documents that are the same or substantially similar to that provided in Exhibit Q (Work for Hire Agreement)

and are Approved by the County. Supplier shall provide County with evidence of the agreement or part thereof it uses to secure the rights required by this Section 16.8 (Works Made For Hire) from each of its employees, Affiliates, Subcontractors, and agents as a Transition-In Deliverable.

17. AUTHORITY TO LICENSE, QUIET ENJOYMENT, PROPRIETARY RIGHTS, AND INDEMNITY

17.1. Authority to License and Non-Infringement

- (A) Each Party represents and warrants that it has full power and authority to grant the rights granted by this Agreement to the other Party, and that no consent of any other Person or Entity is required by either Party to grant such rights (other than consents that have been obtained and are valid and in effect).
- (B) Supplier warrants that neither its performance of this Agreement, nor its grant of a license to, or the use by, County of the Services, the Supplier Assets, the Supplier Documentation, the Supplier Intellectual Property, the Supplier Modified Documentation, the Supplier Modified Software, the Supplier Modified Intellectual Property, and the County Owned Intellectual Capital, will in any way violate any non-disclosure or non-use agreement, nor constitute an infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party; provided, however, that the warranty obligations set forth in this Section 17.1(B) shall be subject to the Supplier Infringement Exclusions set forth in Section 17.3.4 (Supplier Infringement Exclusions).

17.2. Quiet Enjoyment

County shall be entitled to use the Services and Supplier Assets as provided in this Agreement without disturbance, subject only to County compliance with the terms of this Agreement in all material respects. Supplier represents and warrants that this Agreement is neither subject nor subordinate to any right or claim of any third party, including Supplier's creditors. Further, Supplier represents and warrants that during the Term (including in connection with any assignment permitted under Section 31 (Assignment)), it will not subordinate this Agreement or any rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Services and Supplier Assets in accordance with this Agreement.

17.3. Supplier's Proprietary Rights Indemnity

17.3.1. Indemnification

- (A) At Supplier's expense and as described herein, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs and expenses, of any kind or nature arising from or related to the Services, Deliverables, or Confidential Information provided by Supplier or Supplier Proprietary Intellectual Property or other Assets provided by Supplier (individually each, and collectively all, a "**Supplier Infringement Trigger**") that (a) a Supplier Infringement Trigger infringes upon or otherwise violates any copyright, trademark, service mark, patent, or any other intellectual property right of a third party, or misappropriates the trade secrets of any third party; or, (b) that County's use (as permitted by this Agreement) of the Supplier Infringement Trigger otherwise violates or misappropriates any copyright, trade secret, trademark, service mark, patent, or any other intellectual property right of any third party (collectively referred to for purposes of this Section 17 (Authority to License, Quiet Enjoyment, Proprietary Rights, and Indemnity) as "**Supplier Infringement Claims**"). For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel

selected by and reporting to County. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 17.3.1(A), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

- (B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such Supplier Infringement Claims, as well as any and all reasonable attorneys' fees and costs of investigation arising from such Supplier Infringement Claims incurred by County or any other party indemnified under this Section 17.3 (Supplier's Proprietary Rights Indemnity) associated with such Supplier Infringement Claim and incurred prior to Supplier's assumption of the defense against any Supplier Infringement Claim.

17.3.2. Continued Right to Use

County also agrees that, if its use of the Supplier Infringement Trigger, or any part thereof becomes, or in Supplier's opinion is likely to become, the subject of a Supplier Infringement Claim, County will permit Supplier, at Supplier's option and expense for all associated costs, either to timely procure the right for County to continue to use the Supplier Infringement Trigger, or part thereof, or to timely replace or modify the Supplier Infringement Trigger with another item of comparable quality and performance capabilities to become non-infringing, provided such replacement or modification allows Supplier to provide the Services in accordance with this Agreement, including the Service Level Requirements. If any such replacement causes an increase in County's expenditure of time or resources in connection with the Services, the Charges will be equitably adjusted. If Supplier is unable, after exercising diligent efforts, to procure the above-referenced rights, or modify or replace the Infringement Trigger, Supplier may discontinue use of the Infringement Trigger, but Supplier shall not be excused from any of its obligations under this Agreement.

17.3.3. Remedial Acts

If (A) County's ongoing use of the Supplier Infringement Trigger, or any part thereof, is the subject of any action by a third party arising from a Supplier Infringement Claim that would preclude or impair County's use of the Supplier Infringement Trigger as provided for under this Agreement, or any part thereof, (e.g., an injunction prohibiting or limiting use), or (B) County's continued use of the Supplier Infringement Trigger as provided for under this Agreement, or any part thereof, may subject County to damages or statutory penalties, County shall give prompt written notice to Supplier of such facts. Upon notice of such facts, Supplier shall use commercially reasonable efforts to: (A) procure the right for County to continue to use the Supplier Infringement Trigger, or part thereof; or, (B) replace or modify the Supplier Infringement Trigger, with another system or components of comparable quality and performance capabilities to become non-infringing. If Supplier fails to complete the remedial acts set forth above within sixty (60) Calendar Days after the date of the written notice from County and County's ongoing use of the Supplier Infringement Trigger remains impaired, County shall have the right to take such remedial acts that are commercially reasonable to mitigate any impairment of its use of the Supplier Infringement Trigger (hereafter referred to as "**County Remedial Acts**"). Supplier shall credit County for all documented amounts paid and direct and indirect costs incurred by County to implement any County Remedial Acts. All such amounts shall be credited to County on the monthly invoice immediately following County's demand for such credit. Failure by Supplier to credit such amounts as set forth above shall, in addition to, and cumulative of, all other remedies available to County under this Agreement, entitle County to immediately withhold payments due to Supplier under this Agreement up to the amount paid in

connection with County Remedial Acts. In the case where there will be no further Invoices, Supplier will pay the amount of the credits to County within forty-five (45) Calendar Days after (i) the end of the last month of the Term, or (ii) the effective date of termination or expiration of this Agreement for any reason.

17.3.4. Supplier Infringement Exclusions

Supplier shall have no obligation under this Section 17 (Authority to License, Quiet Enjoyment, Proprietary Rights, and Indemnity) with respect to any Supplier Infringement Claim to the extent such Supplier Infringement Claim is Finally Determined to be caused by one of the following: (A) modifications to the Supplier Infringement Trigger, or any part thereof, made by County, its Affiliates, or their respective agents (except as directed, authorized, or approved by Supplier); (B) combination or use of the Supplier Infringement Trigger, or any part thereof, with products, data, equipment, or software not provided by Supplier (except as directed, authorized, or approved by Supplier); (C) Supplier's compliance with Requirements or written direction provided by County, including County's business processes that Supplier utilizes in connection with the performance of the Services (except as requested, required or approved by Supplier); (D) use by County of the Supplier Infringement Trigger, or any part thereof, after Supplier has provided modifications to County (at no cost to County) the use of which would have avoided the allegedly infringing activity; or, (E) the County Owned Intellectual Capital, County Software, County Documentation, or County Intellectual Property in which the basis of the Supplier Infringement Claims existed prior to the Reference Date ((A), (B), (C), (D) and (E) above are collectively referred to herein as the "**Supplier Infringement Exclusions**").

18. DOCUMENTATION AND BEST PRACTICES

Supplier will have access to all existing County Documentation as to the Services on the County Systems, all of which shall be deemed to be Confidential Information of County. On an ongoing basis, Supplier must document the Services in sufficient detail that a qualified third party could understand the nature and scope of the Services. The County and Supplier will review the quality of the Documentation prepared by Supplier at least annually and Supplier shall implement County recommendations for improvement to the Documentation. Subject to the licenses set forth in Section 16 (Software, Documentation, and Intellectual Property), as requested by County from time-to-time, and at no additional charge to County, Supplier shall develop, update, and maintain on the County's designated share site all Documentation developed for County under this Agreement or required to enable County to fully utilize as permitted under this Agreement, the Services, Assets, Supplier Intellectual Property, County Custom Intellectual Property and Supplier Third Party Intellectual Property. Supplier shall update and maintain all Documentation on no less than a monthly basis. County may, at any time, reproduce copies of all Documentation provided by Supplier under this Section 18 (Documentation and Best Practices), distribute such copies to the Authorized Users and Third Party Vendors (subject to the confidentiality and non-use provisions contained herein) and incorporate such copies into its own technical manuals, provided that such reproduction, use and incorporation relates solely to County's use of the Services or the County System, and copyright notices of Supplier and its licensors, if any, are reproduced thereon.

19. INSTALLATION AND ACCEPTANCE TESTS

Unless otherwise agreed pursuant to a Functional Service Area, Project, Non-Recurring Initiative, or Work Order, Supplier shall comply with the following installation and acceptance test criteria for all Deliverables provided by Supplier under any Functional Service Area, Project, or Non-Recurring Initiative (including County Custom Software, County Custom Intellectual Property, and County Custom Documentation) to confirm that the components of each such Deliverable satisfy the Requirements in all material respects. Each component of the installation and acceptance tests may not apply in all circumstances.

19.1. Installation Tests

Supplier will confirm that the installation tests have been completed.

19.2. Additional Testing

After Supplier delivers a notice of completion of the installation test to County, (A) County shall, with Supplier's assistance, perform those acceptance tests as set forth in each applicable Functional Service Area or Work Order, as applicable, related to the Deliverables, or (B) if no such tests are set forth in an applicable Functional Service Area, or, as applicable, Project or Non-Recurring Initiative Work Order, then County shall, with Supplier's assistance, perform such test as are reasonable, timely and appropriate, including the following tests (individually, an **"Acceptance Test"** and collectively, the **"Acceptance Tests"**):

- (A) **"Initial Component Testing"** to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements.
- (B) **"Integrated Test"** to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications.
- (C) **"Final Test"** to test the same functionality as the Integrated Test using actual data from County's day-to-day operations.

To the extent set forth in any Functional Service Area, Supplier shall assist County in the performance of each Acceptance Test.

19.3. Failed Acceptance Testing

As to the components of each Deliverable, if County makes a good faith determination that a tested component or module has not successfully completed an Acceptance Test, County shall promptly notify Supplier in writing of such failure (hereinafter **"Notice of Failure"**), specifying in reasonable detail the manner in which the component and module (as applicable) failed to pass the applicable Acceptance Test. Supplier shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the applicable component and module as will permit the component and module to be ready for retesting. Supplier shall promptly notify County when such corrections have been completed, and the Acceptance Tests shall begin again. If, after applicable Acceptance Tests are completed for a third time, County makes a good faith determination that the tested component and module (as applicable) again fails to pass the applicable Acceptance Test, County shall promptly notify Supplier in writing specifying in the notice its election either to: (A) afford Supplier the opportunity to repeat the correction and modification process as set forth above; or, (B) depending on the nature and extent of the failure, and the components of the Deliverable impacted by such failure, in County's sole judgment, (i) terminate that portion of the tested component and module (as applicable) associated with the applicable Deliverable, in accordance with Section 25.2 (Termination for Cause by County) as a non-curable default, or (ii) if the failure to pass the applicable Acceptance Test materially impacts the function to County of an entire Functional Service Area or, as applicable, Project or Non-Recurring Initiative, terminate the entire Functional Service Area or, as applicable, Project or Non-Recurring Initiative. The foregoing correct and modify procedure shall be repeated until Supplier, based on County's good faith determination, passes the applicable Acceptance Test, or County elects to terminate the tested components or modules or Functional Service Area or, as applicable, Project or Non-Recurring Initiative as set forth above.

As to Optional Work or Non-Recurring Initiatives provided on a Fixed Fee or Time and Materials work under a Type 2 Work Order, in the event of a termination under this Section 19.3 (Failed Acceptance Testing), Supplier shall credit to County, within ten (10) Business Days after written notice of termination, all sums paid to Supplier by County under the terminated Functional Service Area or, as applicable, Project

or Non-Recurring Initiative (as to Time and Materials work under a Type 2 Work Order, the credit shall be limited to twenty percent (20%) of the total amount of Charges incurred by County under the applicable Work Order). In the event County retains any portion of a tested component or module associated with Deliverable, County shall pay Supplier for such retained tested component or module. In the event County exercises its remedies under this Section 19.3 (Failed Acceptance Testing), such remedy shall be County's sole and exclusive remedy for termination and damages (or other credits including Service Level credits) for the failure to meet the Acceptance Tests as to such terminated tested components, modules and Functional Service Area or, as applicable, Project or Non-Recurring Initiative.

19.4. Final Acceptance

Upon achievement of conditional acceptance for all Deliverables, County shall begin testing the system that is comprised of such Deliverables using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Requirements. After County has completed such testing, County shall notify Supplier in writing that: (A) the system, and all Deliverables that are a part thereof, meet the Requirements and that final acceptance of the system and such Deliverables has occurred ("**Final Acceptance**"); or, (B) that the Requirements have not been met and the reasons therefore. If County determines that the Requirements have not been so met, the process described in Section 19.3 (Failed Acceptance Testing) above shall be initiated, with all references to "Deliverable" being references to the "system," and all references to the "Acceptance Test" being references to the "Final Acceptance Test." Neither Acceptance nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernible through conduct of the applicable test procedures and subsequently discovered in a component or deliverable or the system following County's Final Acceptance thereof. Nothing else, including County's use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code, or any other law.

20. PRICING

20.1. General

During the Term of this Agreement, County shall pay Supplier the Charges set forth in Exhibit P (Pricing) and the applicable Work Orders. In the case of Transition-In Services, the Charges are set forth in Exhibit T (Transition-In) and Exhibit P (Pricing). In the case of Termination Assistance Services, the Charges are determined in accordance with Section 26.1(A) (Termination and Expiration Transition Plan), Exhibit S (Termination Transition Requirements), and Exhibit P (Pricing). The Charges described in this Section 20.1 (General) are the sole and entire financial consideration to be paid by County to Supplier for all of the Services to be performed by Supplier under this Agreement.

20.2. Project and Non-Recurring Initiative Pricing

All Optional Work and Non-Recurring Initiatives require County's Approval in accordance with Section 3 (Unapproved Work). As part of the Charges, Supplier shall (A) perform all Projects involving Business as Usual as described in Exhibit A.1 (Integrated Requirements FSA); (B) perform all Projects and related Services included in the Transition-In Plan or in an applicable Work Order; (C) with respect to each applicable Functional Service Area, perform all Projects; and (D) perform the Voice Refresh Project pursuant to Exhibit A.1.5 (Sheriff Voice Refresh Requirements). All costs and fees related to Projects that are not Non-Recurring Initiatives are included in the Charges for the Services. For individual Non-Recurring Initiatives that are not included in the Charges as provided above, County shall pay Supplier the County Approved amounts set forth in the applicable Non-Recurring Initiative Work Order. To the extent Services that constitute Business as Usual are required to support a Non-Recurring Initiative, such Services that constitute Business as Usual shall not be separately charged for as part of the Non-Recurring Initiative.

20.3. All Charges Stated

Except as provided in this Section 20 (Pricing), an applicable Work Order, Exhibit T (Transition-In), Exhibit S (Termination Transition Requirements), and Exhibit P (Pricing), or as otherwise Approved in advance by County in accordance with the terms of this Agreement, there are no other rates or charges applicable to the Services provided under this Agreement other than the Charges.

20.4. Taxes

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

- (A) Each Party shall be responsible for any franchise or privilege taxes on its business and for any taxes based on its net income or gross receipts.
- (B) Each Party shall be responsible for any sales, lease, use, personal property, or other such taxes on equipment, software, or property it owns or leases from a third party and/or for which it is financially responsible under this Agreement, the Functional Service Areas or Exhibit P (Pricing).
- (C) Supplier shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Supplier on any goods or services used or consumed by Supplier in providing the Services where the tax is imposed on Supplier's acquisition or use of such goods or services.
- (D) Supplier shall be financially responsible for all sales, lease, service, value-added, use, personal property, excise, consumption, and other taxes or duties that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by County from Supplier (collectively, "**Service Taxes**") assessed against either Party as of the Reference Date on the provision of the Services as a whole, or on any particular Service received by County from Supplier. If new or higher Service Taxes thereafter become applicable to the Services as a result of either Party moving all or part of its operations to a different jurisdiction (e.g., County opening a new office, Supplier relocating a shared service center), the Party initiating such move shall be financially responsible for such new or higher Service Taxes. If new or higher Service Taxes become applicable to such Services after the Reference Date for any other reason (e.g., tax Law changes, but not volume changes), financial responsibility for such additional Service Taxes shall be shared equally by the Parties. If required under applicable Laws, Supplier shall Invoice County for the full amount of such Service Taxes and then credit or reimburse County for that portion of such Service Taxes for which Supplier is financially responsible under this provision.
- (E) The Parties agree to cooperate fully with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. Supplier's Invoices shall separately state the Charges that are subject to taxation and the amount of taxes included therein. Each Party will provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales, or use of Equipment, Materials, or Services, and other exemption certificates or information reasonably requested by either Party.
- (F) Each Party will promptly notify the other of, and coordinate with the other, the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which the other Party is responsible hereunder. With respect to any claim arising out of a form or return signed by a Party to this Agreement, such Party will have the right to elect to control the response to and settlement of the claim, but the other Party will have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If either Party requests the other to challenge the imposition of any tax, the requesting Party will reimburse the other for the reasonable legal fees and expenses it incurs. A Party will be entitled to any tax

refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by it.

- (G) Each Party represents, warrants, and covenants that it will file appropriate tax returns, and pay applicable taxes owed arising from or related to the Services in applicable jurisdictions.
- (H) Supplier, Supplier Affiliates, and Supplier Subcontractors shall be responsible for the compensation of their respective employees and agents, including any expatriate benefits, reimbursement of expenses, and the payment of all payroll taxes. Supplier Personnel shall be responsible for all individual income taxes, including, any taxes resulting from such Supplier Personnel performing Services in a nation other than the nation in which such Supplier Personnel is domiciled.
- (I) Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Supplier acknowledges that the terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in Supplier, Supplier may be subjected to the payment of real property taxes levied on such interest. Supplier shall be solely responsible for the payment of any such real property taxes. Supplier shall pay all such taxes when due, and shall not allow any such taxes, assessments, or fees to become a lien against any Location or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Supplier from contesting the validity of any such tax, assessment, or fee in a manner authorized by law.
- (J) If Supplier is located in the State of California, Supplier shall include tax on all quotes and invoices in accordance with the terms under this Agreement. If Supplier is or at any time becomes an out-of-state contractor, it shall indicate its California Board of Equalization permit number and sales permit number on its invoices (i) if any California sales tax is added and collectable, and (ii) if Supplier has such permit numbers. If no permit numbers are included, sales tax will be deducted from County's payment to Supplier and County may pay use tax directly to the State of California.

20.5. Payment Does Not Imply Approval

The making of any payment or payments by County, or the receipt thereof by Supplier, shall not imply County's Approval of any Services or the waiver of any warranties or requirements of this Agreement.

20.6. Withhold Remedy

In addition to, and cumulative of, all other remedies at law, in equity or provided under this Agreement or this Section 20.6 (Withhold Remedy), in the event Supplier is in default of a duty or obligation under this Agreement and it fails to cure the default within fifteen (15) Calendar Days after receipt of written notice of default from County setting forth with reasonable specificity the nature of the default of a duty or obligation and the requested remedy or cure, County may, without waiving any other rights under this Agreement, elect to withhold Charges payable with respect to the affected Services from the payments due to Supplier under this Agreement, during the period beginning with the sixteenth (16th) day after Supplier's receipt of notice of default and ending on the date that the default has been cured to the reasonable satisfaction of County. Upon curing of the default by Supplier to County's reasonable satisfaction, County will cause the withheld payments to be paid to Supplier, without interest.

20.7. Refundable Items

- (A) Where County has prepaid for a service or function for which Supplier is assuming financial responsibility pursuant to any Functional Service Area, Work Order, or otherwise under this Agreement, Supplier shall refund to County, upon either Party identifying the prepayment, that portion of such prepaid expense that is attributable to periods on and after the Reference Date. If Approved by County in advance, County shall reimburse Supplier, when the Term ends, for that portion of any amounts prepaid by Supplier (or its Subcontractors) that are attributable to periods

on and after the Term ends. This Section 20.7(A) shall not be applicable to prepaid expenses for perpetual licenses.

- (B) If Supplier should receive a refund, credit, discount, or other rebate for goods or services paid for by County on a Pass Through Expense, Pass Through Plus Mark Up, or other pass-through, then Supplier shall (i) notify County of such refund, credit, discount, or rebate and (ii) pay the full amount of such refund, credit, discount, or rebate to County.

20.8. Maximum Annual Charges

Notwithstanding the foregoing, within thirty (30) Calendar Days prior to the end of each Contract Year, County shall determine, in its sole discretion, the maximum annual Charges for the forthcoming Contract Year, and shall notify Supplier of such amount. Such amount shall be based, in part, upon County and Supplier's projection of County's requirements for Services for such Contract Year and shall be subject to annual appropriations by County of sufficient funds. On a monthly basis, Supplier shall report to County the Charges incurred to-date during each Contract Year and the amount of Charges projected to be incurred in the remaining months of the Contract Year.

20.9. Performance Bond

20.9.1. Requirement

Within ten (10) Calendar Days after the Reference Date, Supplier shall furnish to County an unconditional surety bond in the amount of not less than Seven Million Five Hundred Thousand Dollars (\$7,500,000) to guaranty Supplier's faithful performance under this Agreement. Such surety bond shall be on a form Approved by the CIO (or his or her designee) and shall be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and Approved by the County's CIO (or his or her designee), and secured through an authorized agent with an office in the County of Orange and registered therewith. Such bond may be issued on an annually renewable bond form to be provided by County but may be amended by Supplier's Surety Bond Broker to reflect annually renewable wording. Supplier shall pay all bond premiums, costs, and incidental charges associated with acquisition of such surety bond. The surety bond required by this Section 20.9.1 (Requirement) shall be valid, and maintained in force and effect, from the Reference Date through the entire Term of this Agreement, renewed on an annually renewable basis, including any extensions or renewals of such Term and any periods during which Supplier is required to provide Termination Assistance Services hereunder. Such bond shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Notwithstanding the foregoing, prior to the expiration of the then-current surety bond, Supplier will be obligated to obtain a replacement bond as set forth by this Section 20.9.1 (Requirement) or provide a surety bond continuation certificate referencing renewal of such bond. The bond shall be returned to Supplier once the Term of this Agreement has expired or been terminated and Supplier has successfully completed all of its obligations to perform Termination Assistance Services hereunder, as determined by County. Supplier shall use County's bond form but shall be permitted to amend it to reflect annually renewable language. Failure by Supplier to procure or maintain the required performance bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Section 25.2 (Termination for Cause by County).

20.9.2. Surety Companies

All surety bonds must be issued by a Surety Company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The surety company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities. A Surety Company rated

lower by Best's Key Rating Guide may be Approved by the County after a review of the company's performance and financial ratings. The surety bonds are to be Approved by both County Counsel for the County of Orange and the CEO/Office of Risk Management. Such surety bonds shall be in the form provided herein but may be amended to reflect the annually renewable bond language. If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to County, Supplier shall promptly furnish such replacement security as may be required by County. Failure by Supplier to furnish such replacement security shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Section 25.2 (Termination for Cause by County).

20.10. Most-Favored Public or Private Entity

Supplier shall evaluate its offerings to U.S. public or private Entity customers upon County's written request, which shall not occur more than once per Contract Year. The County's request shall set forth the Services to be evaluated. If Supplier's evaluation identifies that the Supplier offers to any such new or existing U.S. public or private Entity customer substantially similar types of services as compared to the types of Services provided to County, at a price for such services that is lower than or a discount greater than the price charged or the discounts offered to the County hereunder for the individual component of the Services being compared, then, on a prospective basis from the date of County's written request for Supplier's evaluation, Supplier shall provide such lower price or greater discount to the County in lieu of the price therefor (or discount related thereto) that is reflected in the price set forth in this Agreement for such component of the Services. Notwithstanding the foregoing, for purposes of this Section 20.10, the circumstances to be considered in determining what constitutes "substantially similar type(s) of services" excludes Supplier's U.S. Federal Government customers. Factors that will be looked at in determining whether Supplier offers substantially similar types of services as compared to the types of Services provided to the County include the nature, volume, performance standards / service levels, and type of Services provided by Supplier hereunder, and taking into account from where the services are being provided. For example, as to this Agreement, comparing pricing for services provided to Entities receiving such services from offshore resources would not be appropriate.

21. INVOICES AND PAYMENTS

21.1. General

Within fifteen (15) Calendar Days after the last day of each calendar month, Supplier shall Invoice County for all Charges for the Services provided in the immediately preceding calendar month. Supplier shall not Invoice County, and County shall not be obligated to pay, any Charges or other Invoiced amounts (including Pass Through Expenses and any charges relating to Supplier's Subcontractors) that are not properly Invoiced within sixty (60) Calendar Days after the end of the month in which such Charges were incurred, unless a request for an extension is Approved in writing by the County IT Services Governance Manager within the sixty (60) Calendar Days window. Subject to the provisions of this Section 21 (Invoices and Payments) and Section 20.6 (Withhold Remedy), all undisputed Charges are due and payable by County on or prior to the forty-fifth (45th) Calendar Day after County's receipt and Approval of an accurate and properly issued Invoice, including all information required under Section 21.2 (Invoice Requirements). In no event shall County pay Supplier interest or other late charges on any Charges or other amounts due under this Agreement. County will have the right to set off against amounts owed by County under the Agreement any amount the Supplier is obligated to pay or credit County under this Agreement (including amounts payable by Supplier to County in connection with the Service Level Requirements).

21.2. Invoice Requirements

Supplier shall render, by means of an electronic file, a single consolidated Invoice for all Charges incurred each month in accordance with, and subject to, the Requirements of Exhibit F (Invoicing Requirements). Except as otherwise directed by County in writing, each Invoice submitted by Supplier shall comply with,

and be subject to, the Requirements set forth in Exhibit F (Invoicing Requirements). Each such invoice shall be in a County-Approved format (or such other reasonable format as specified from time-to-time by the County) and, with respect to the Charges, credits, adjustments or the timeframe to which such invoice is applicable, shall set forth in reasonable detail: (A) an itemized accounting of the Charges and any applicable credits and adjustments; (B) the Services performed (e.g., each particular activity or task); (C) with respect to any Services billed on an hourly or time-and-materials basis, the number of Supplier man hours, identity of the Supplier Personnel performing such Services, and corresponding Charges attributable to each such Supplier Personnel's performance of such Services; (D) to permit County to chargeback internally to the Authorized Users, at minimum, the same organization level and same level of detail in use by County as of the Reference Date; (E) any other information or data necessary to support such Charges, credits, and adjustments. Any improperly formatted invoices may be returned by County for correction and resubmission, provided that such return occurs timely and that County identifies in reasonable detail what is not correct.

21.3. Billing Adjustments

Supplier shall provide the County IT Services Governance Manager with a monthly summary of credit and debit billing adjustments. Such monthly summary shall include the number and types of billing adjustments identified, the number of billing adjustments resolved, and the number and types of billing adjustments that are outstanding. Supplier shall ensure that all billing debits and credits, including associated taxes, are distributed on the billing reports and the invoice and are shown at the proper hierarchy level. If a billing adjustment is found to exceed Fifty Thousand Dollars (\$50,000), Supplier shall notify the County IT Services Governance Manager before processing the billing adjustment to the billing report and the invoice. Supplier shall process all billing adjustments on the reports and invoice. In no event shall a billing adjustment result in a net increase to any Charge invoiced more than one hundred and twenty (120) Calendar Days after the end of the month in which such Charges were incurred; provided, however, that the foregoing restriction shall not apply to any adjustments to the Charges resulting from an audit conducted by County pursuant to Section 29 (Audit, Inspection, and Examination of Records).

21.4. Billing Disputes and Reports

Supplier and County shall exercise good faith efforts to resolve all billing disputes to their mutual satisfaction within thirty (30) Calendar Days of the date of written notification by County to Supplier of a dispute. County shall be entitled to withhold amounts in dispute under this Section 21.4 (Billing Disputes and Reports) without Supplier claiming a default of a material duty or obligation by County. A "billing dispute number" will be assigned by Supplier to all billing disputes. The billing dispute number will be used by Supplier and County on all correspondence and reports to identify the dispute. Supplier shall provide the County IT Services Governance Manager with a monthly report of the status of pending billing disputes. Each Party agrees to continue performing its obligations under this Agreement while any billing dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right County may otherwise have to dispute any Charge or amount or recover any amount previously paid.

21.5. Set-Off

County may set off against any and all amounts otherwise payable to Supplier pursuant to any of the provisions of this Agreement: (A) any and all amounts claimed by County in good faith to be owed by Supplier to County pursuant to any of the provisions of this Agreement; and, (B) any and all amounts claimed by County in good faith to be owed by Supplier pursuant to any other written agreement between the Parties. Within twenty (20) Calendar Days after any such set-off by County, County shall provide Supplier with a written accounting of such set-off and a written statement of the reasons therefore.

21.6. Expenditure Limit

Supplier shall notify the County in writing when the Charges under the Agreement reach seventy-five (75%) percent of Contract Sum as described in Exhibit P (Pricing) and set forth in Exhibit P.2 (Pricing Limits). The County will not be responsible for any expenditure overruns and will not be liable for any Charges exceeding the dollar limit on the Contract unless a written amendment to the Agreement is formally Approved and executed by the Parties.

22. LIMITATIONS OF LIABILITY AND DAMAGES**22.1. Damage Recovery Exclusion**

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY (OR A PARTY'S AFFILIATES, SUBCONTRACTORS, EMPLOYEES, OFFICERS, OR DIRECTORS, AND AS TO COUNTY, ITS ELECTED AND APPOINTED OFFICIALS, AND THOSE SPECIAL DISTRICTS AND AGENCIES WHICH COUNTY'S BOARD OF SUPERVISORS ACTS AS THE GOVERNING BOARD) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, COLLATERAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.2. Limitation of Liability Amount

- (A) Except as to the exclusions described in Section 22.3 (Exclusions), the aggregate liability of Supplier and County (and their respective Affiliates, Subcontractors, employees, officers, and directors, and as to County, its elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) for direct damages shall be limited to one hundred fifty percent (150%) of the Contract Sum preceding the first act or omission giving rise to such liability (the "**Damage Limit**").
- (B) The Damage Limit applicable to any liability for direct damages, including any costs of cover, shall be that Damage Limit in effect at the time of the occurrence of the first act or omission giving rise to such liability.
- (C) As to either Party, in the event the Damage Limit is reduced by fifty percent (50%) or more as a result of a liability that has been determined by a trier of fact prior to the end of the second Contract Year, the Damage Limit as to that Party shall be reset to the total amount provided for in this Section 22.2 (Limitation of Liability Amount).

22.3. Exclusions

The exclusions of certain damages set forth in Section 22.1 (Damage Recovery Exclusion) and the limitations of liability set forth in Section 22.2 (Limitations of Liability Amount) shall not apply to claims or liability arising from:

- (A) any bodily injury to a Person or physical damage to tangible property Finally Determined to be caused by Supplier;
- (B) either Party's indemnity obligations under this Agreement;
- (C) a breach by Supplier of the non-disclosure, confidentiality, or security obligations set forth in this Agreement;
- (D) fraud, willful misconduct, or gross negligence by Supplier in providing the Services or in connection with the County's selection process for the Services

- (E) the improper or wrongful termination of the Agreement, abandonment of the work performed or to be performed, or willful refusal to provide termination or expiration assistance services by the Supplier;
- (F) Charge Reductions paid or to be paid by Supplier to County under this Agreement;
- (G) Supplier's violation of foreign or U.S. Laws, rules, or directives; or,
- (H) the costs and expenses associated with requirements for notification to jurisdictional authorities and other parties related to any Security Incident or other inappropriate or unlawful disclosure of County Data or County Confidential Information

22.4. Direct Damages

The Parties agree that the following costs and damages shall be deemed direct damages and Supplier shall not assert, and is estopped from asserting, that such damages are special, indirect, incidental, consequential, or exemplary damages, lost profits, or other damages for which recovery is limited or excluded:

- (A) costs of reconstructing or reloading County Data;
- (B) costs of implementing and performing work-arounds regarding a Supplier Service failure;
- (C) costs of replacing lost, stolen, or damaged goods or materials arising from Supplier's acts or omissions
- (D) costs to procure replacement services from an alternate source as a result of a failure by Supplier to perform, to the extent the cost of such replacement services are in excess of the applicable Charges for such the Services being replaced;
- (E) overtime, straight time, and related expenses and allocated overhead (including travel, lodging, and wages) as a result of a failure by Supplier to perform; and,
- (F) payments or penalties imposed by a governmental or regulatory body as a result of a failure to comply with Laws by Supplier.

The Parties acknowledge that by defining the foregoing as direct damages, they are not precluding the recovery of other damages that may be determined by a court to be direct damages.

23. SUPPLIER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

23.1. Authority

Supplier represents, warrants, and covenants that: (A) it is a corporation validly organized and existing under the laws of the State of Delaware and has requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted; (B) it has full power and authority under its organizational documents and the laws of the State of Delaware to execute and deliver this Agreement and to perform its obligations hereunder; (C) it has by proper action duly authorized the execution and delivery of this Agreement and, when validly executed and delivered, this Agreement shall constitute a legal, valid, and binding Agreement of Supplier enforceable in accordance with its terms; and, (D) the execution and delivery of this Agreement and the consummation of the transaction herein contemplated does not conflict with or constitute a breach or default under Supplier's organizational documents or under the terms and conditions of any documents, agreements, or other writings to which it is a party or contravene or violate any statute, Law, regulation, or rule applicable to Supplier.

23.2. Performance Warranty

Supplier represents, warrants, and covenants that during the Term of this Agreement, Supplier will provide the Services in accordance with this Agreement, the Service Level Requirements, the Documentation, and the Requirements. Supplier represents, warrants, and covenants that it shall (A)

provide the Services in accordance with the timelines and all other Requirements of this Agreement; (B) take all necessary steps and precautions to perform the Services to County's satisfaction; (C) be responsible for the professional quality, technical assurance, timely completion, and coordination of all Deliverables and other Services furnished under this Agreement; (D) perform all Services diligently, carefully, and in a good and workmanlike manner; (E) furnish all necessary labor, supervision, machinery, Equipment, materials, and supplies to perform the Services; and, (F) at its sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity.

23.3. Services

Supplier represents, warrants, and covenants (A) that all Services to be provided under this Agreement shall be performed in a professional, competent, and timely manner by appropriately qualified Supplier Personnel in accordance with this Agreement and consistent with Supplier's Best Practices, (B) that all Services shall be merchantable, good for the ordinary purposes for which they are used, and fit for the particular purpose for which they are intended; and, (C) that any representations, commitments, or obligations in this Agreement as to the specific professional credentials, industry certifications, or training levels of Supplier or Supplier Personnel are true and correct.

23.4. Information Furnished to County

Supplier represents, warrants, and covenants that, as of the date furnished, no statement contained in writing in the Proposal, as supplemented by all written correspondence of Supplier to clarify such Proposal, contains any untrue statements about the prior experience or corporate description of Supplier, or omits any fact necessary to make such statement not misleading.

23.5. Litigation Warranty

Supplier represents, warrants, and covenants that as of the Reference Date there are no existing or threatened legal proceedings against Supplier that would have a material adverse effect upon Supplier's or its Subcontractors ability to perform its obligations under this Agreement or its financial condition or operations.

23.6. County Data

Supplier represents, warrants, and covenants that the Services and Supplier's performance hereunder shall not result in the direct or indirect loss, destruction, deletion, or alteration of any of the County Data. Supplier shall promptly restore any of such data, the loss of which shall have been caused by or resulted from the Services or Supplier's performance hereunder. Alternatively, in County's sole discretion, County may perform such restoration, or have such restoration performed for it by a Third Party Vendor, and Supplier shall promptly reimburse County for the reasonable cost thereof.

23.7. Authorized Users and Rights to Use Software

Supplier represents, warrants, and covenants that it shall acquire, maintain and continuously update (as applicable) the type and number of licenses required to grant County and the County Authorized Users the right to use the Software provided by Supplier in order to utilize the Services, and otherwise comply with the terms of this Agreement. All third party license fees for such Software provided by Supplier shall be provided at no additional cost to County. To the extent that a third party license imposes a limit or restriction on County's right to use the Software provided by Supplier as permitted in this Agreement, and such limit or restriction has not been identified in this Agreement, Supplier shall take commercially reasonable actions and pay the license fees required to provide County with all the rights to use and modify the Software provided by Supplier afforded by this Agreement to the extent permitted.

23.8. Assignment of Warranties

Supplier represents, warrants, and covenants that it shall assign and deliver, and agrees to assign and deliver, to County all representations and warranties received by Supplier from Third Party Vendors, to the extent such warranties are assignable and relate to the Services, including rights to recovery. Supplier shall, upon County's request and at County's cost, enforce such warranties that are not assignable, and track and notify County of each warranty, and deliver to County any documentation issued by a warrantor evidencing such warranty.

23.9. Viruses

- (A) Supplier represents, warrants, and covenants that it shall use its best efforts to ensure that no forms of harmful or surreptitious code, including, malware, Trojan horses, system monitors, key loggers, dialers, spyware, adware, cookies, and other similar code or processes (collectively, "**Viruses**") are introduced into the County System. Supplier will: (i) ensure that no Viruses are introduced on to the County System by any act, omission, or negligence of Supplier, any Subcontractor, or any Supplier Personnel; (ii) test the Deliverables prior to delivery of the same to identify and remove any Viruses in order to prevent introduction of the same on to the County System, and will secure for County sufficient rights to perform periodic scans and checks on the Deliverables and any other Software provided by Supplier to County and that Supplier introduces or connects to any of the County Systems; (iii) take all reasonable precautions to ensure that all its information technology systems, networks, and the interfaces with County are protected by up-to-date anti-virus Software; and, (iv) take all other steps necessary to ensure the security of the County System and will comply with County's reasonable requests in relation to information technology security from time-to-time.
- (B) Without prejudice to any other rights of County, if a Virus is found to have been introduced into the County System as result of any act, omission, or negligence of Supplier, any Subcontractor, or any Supplier Personnel, Supplier shall promptly notify County in writing and, at no additional charge to County, shall provide all reasonable assistance as County may request in order to promptly reduce the effects of, mitigate the losses, and restore any Deficiencies resulting from the Virus. Notwithstanding the foregoing, if a Virus is found to have been introduced into the County System, whether or not by Supplier, Supplier shall, upon learning of any such Virus, immediately notify County and shall provide commercially reasonable assistance to County in order to reduce the effects of, and to mitigate the losses from, the Virus.

23.10. Disabling Devices

Supplier represents, warrants, and covenants that it shall not cause any unplanned interruption of the operations of, or accessibility to, the County System through any device, method, or means including the use of any Virus, "lockup," "time bomb," "key lock" device program, or other disabling code, the purpose of which is to: (A) cause any unplanned interruption of the operations of (other than devices that are necessary to safeguard the device or the County System) the County System to County or any Authorized User; (B) alter, destroy, or inhibit the use of the County System; or, (C) block access to, or prevent the use or accessibility of, the County System by County or Authorized Users (collectively, "**Disabling Devices**"). Supplier agrees that it has not, and will not, place any Disabling Device in the County System, nor shall it invoke any Disabling Devices contained in the County System at any time (including upon expiration or termination of this Agreement for any reason). In the event of a breach of this Section 23.10 (Disabling Devices) by Supplier, Supplier shall remove the Disabling Device and restore the County System at no cost to County.

23.11. Insurance Premiums

Supplier represents, warrants, and covenants that it will pay all premiums, deductible amounts and other costs required to continually maintain all insurance policies in accordance with Section 27 (Insurance and Indemnity) herein.

23.12. Compliance with Laws

Supplier represents, warrants, and covenants that it shall comply, and shall require its Subcontractors to comply, as applicable, with all Laws relating to Supplier's capacity as an information technology service Supplier or data processor, including OSHA regulations, human rights, and other employment labor Laws with respect to Supplier Personnel who shall be performing Services, Environmental Laws, the Foreign Corrupt Practices Act, 15 U.S.C. 78 et seq., and HIPAA (collectively "**Supplier Regulatory Requirements**"). Supplier shall identify, obtain, and pay for permits, certificates, approvals, and inspections required under such Supplier Regulatory Requirements. Supplier acknowledges that: (A) County's management in the future may be required under the Sarbanes-Oxley ("**SOX**") Laws to, among other things, assess the effectiveness of its internal controls over financial reporting and state in its annual report whether such internal controls are effective; (B) County's independent auditor is now and/or in the future may be required to evaluate the process used by management to reach the assessment conclusions described in subsection (A) above to determine whether that process provides an appropriate basis for management's conclusions; and, (C) because County has outsourced certain functions to Supplier as described in this Agreement, the controls used by Supplier (including, without limitation, controls that restrict unauthorized access to systems, data, and programs) are relevant to County's evaluation of its internal controls. Having acknowledged the foregoing, Supplier agrees to cooperate with County and its independent auditor as necessary to facilitate County's ability to comply with its obligations under the SOX Laws. Supplier agrees to provide the information regarding the Services, and the Charges relating to the Services, as necessary to comply with the SOX Laws. Supplier shall follow all Federal regulations for the maintenance of records to meet SOX and IRS requirements.

23.13. Changes in Law and Regulations

Supplier represents, warrants, and covenants that it shall identify the impact of changes in any Supplier Regulatory Requirements on its ability to deliver the Services and perform its obligations under the Agreement. Supplier shall notify County of such Supplier Regulatory Requirements within ten (10) Business Days after enactment of any such Supplier Regulatory Requirements and shall work with County to identify the impact of such changes on how County uses the Services or on how Supplier delivers the Services. County and Supplier shall promptly make any resulting modifications to the Services as reasonably necessary as a result of such Supplier Regulatory Requirements through the Change Control Process. Supplier shall comply with changes to all Supplier Regulatory Requirements and shall implement any necessary modifications to the Services prior to the deadline imposed, or extensions authorized by, the regulatory or other governmental body having jurisdiction for such Supplier Regulatory Requirements. All costs associated with identification and compliance with the Supplier Regulatory Requirements shall be borne by Supplier. Upon County's Approval of a Change, Supplier shall implement County Regulatory Requirements, and shall implement any necessary modifications to the Services, in accordance with the County Policies, Procedures, and Guidelines and any applicable Project Requirements. Except as provided in this Section 23.13 (Changes in Law and Regulations), Supplier shall have no obligation to identify regulatory changes.

23.14. Inducements

Supplier represents, warrants, and covenants that it has not and will not violate any applicable Laws, or any of the County Policies or Procedures of which Supplier has been given notice or have been made

available to Supplier, regarding the offering or receiving of unlawful inducements in connection with the Agreement.

23.15. Technical Architecture and Product Standards

Supplier represents, warrants, and covenants that at all times during the Term, it shall (A) comply with the County Policies, Procedures, and Guidelines, and (B) obtain County's Approval for any material deviation from the County Policies, Procedures, and Guidelines.

23.16. Open Source Warranty

- (A) For purposes of this Agreement, all Open Source Software provided by Supplier to County shall be considered, as applicable, Embedded Supplier Third Party Software, Embedded Supplier Third Party Documentation and/or Embedded Supplier Third Party Intellectual Property, and shall be subject to all warranties, indemnities, and other Requirements of this Agreement.
- (B) Supplier represents, warrants and agrees that: (i) as of the Reference Date, Exhibit N (Open Source Software Disclosure) lists each item of Open Source Software that will be provided to County in connection with this Agreement, (ii) subsequent to the Reference Date, prior to providing any Open Source Software to the County not listed in Exhibit N (Open Source Software Disclosure), Supplier will provide written notice to the County that lists each such item of Open Source Software; (iii) it has provided and will provide County with copies of all relevant license agreements relating to all Open Source Software that will be provided to the County in connection with this Agreement; (iv) it is in compliance with the requirements of the applicable license for each such item of Open Source Software; (v) to the best of Supplier's knowledge, the Open Source Software does not, and the use of the Open Source Software by County as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and, (vi) unless otherwise agreed in writing, County shall have no obligation to pay any third party any fees, royalties, or other payments for County's use of any Open Source Software in accordance with the terms of this Agreement.
- (C) Without first obtaining the Approval of County or except as otherwise set forth in Exhibit N (Open Source Software Disclosure), Supplier shall not, and shall not permit any Supplier Personnel to use Open Source Software in performing the Services or incorporate Open Source Software into any County Intellectual Property, Equipment, System, Deliverable, or Developed Materials. In the event that during the Term, any of the Open Source Software licenses are revised by their respective licensors such that continued use of the applicable Open Source Software would require County's acceptance of the revised license, Supplier shall immediately provide County with a copy of the revised license. Within sixty (60) Calendar Days of receipt of the revised license, County shall notify Supplier of its election, in County's sole discretion, to: (i) accept the revised license; (ii) reject the revised license and continue using the prior version of the applicable Open Source Software; (iii) reject the revised license and elect to utilize a substantially similar Software product provided by Supplier at no cost to County that replaces the Open Source Software; or, (iv) terminate this Agreement, any Functional Service Area, or any Work Order in whole or in part, with regard to the applicable Open Source Software or the entire Agreement, if in County's sole discretion, the Open Source Software effects overall desirability of the County System. If County elects to reject the revised license pursuant to clause (ii) above, Supplier shall continue to support such version as required herein. If County elects to reject the revised license pursuant to clause (iii) above, Supplier shall provide such replacement Software product at no cost to County and fully install and implement such replacement Software product into the County System without interference to County's information technology environment and operations. In the event of any termination pursuant to clause (iv) above, Supplier shall refund all implementation or other fees

or Charges paid hereunder by County in connection with the item of Open Source Software to which the termination relates.

23.17. Covenant Against Contingent Fees

Supplier warrants that no Person or selling agency has been employed, engaged, or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Supplier for the purpose of securing business. Any breach or violation of the foregoing warranty shall constitute an incurable and material breach of this Agreement by Supplier. Further, in such event, County may, in County's sole discretion, deduct from any Charges or other amounts due or payable to Supplier hereunder, or otherwise recover from Supplier, the full amount of such commission, percentage, brokerage, or contingent fee that such Person received from Supplier.

23.18. Additional County Prohibitions

Supplier certifies that it shall not, and will not knowingly, after reasonable inquiry, Subcontract with, any of the following: (A) Persons employed by County or by any public agency for which the Board of Supervisors of the County of Orange is the governing body; (B) Profit making or businesses in which employees described in sub-section (A) serve as officers, principles, or major shareholders; (C) Persons who, within the immediately-preceding twelve (12) months came within the provisions of subsections (A) or (B) and who (i) were employed in positions of substantial responsibility in the area of service to be performed under this Agreement, or (ii) participated in any way in developing this Agreement or its service specifications; and, (D) Profit-making or businesses in which the former employees described in subsection (C) serve as officers, principals, partners, or major shareholders.

23.19. Child Support

23.19.1. Child Support Warranty

Supplier represents and warrants that it is in full compliance as of Reference Date with (A) all applicable federal and state reporting requirements regarding Supplier Personnel in relation to child support enforcement, including California Senate Bill 542, effective January 1, 2001, which requires businesses and government Entities to report specified information regarding independent contractors to the Employment Development Department (EDD); and (B) all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments; and Supplier will continue to be in full compliance with the foregoing throughout the Term of the Agreement. Supplier's failure to comply with this Section 23.19 (Child Support) shall constitute a material breach of the Agreement and failure to cure such breach shall constitute grounds for termination of the Contract in accordance with Section 25.2 (Termination for Cause by County).

23.19.2. Child Support Documentation

Supplier is required to comply with the child support enforcement requirements of the County. Supplier must, within ten (10) days of Supplier's notification of selection of award for this Agreement, but prior to official award of this Agreement, Supplier shall furnish to the County Deputy Purchasing Agent in the form attached hereto as Exhibit O (Child Support Certification):

- (A) If Supplier is an individual, Supplier's name, date of birth, Social Security number, and residence address;
- (B) If Supplier is an entity doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more of the Supplier entity;

- (C) A certification that the Supplier has fully complied with all applicable federal and state reporting requirements regarding its employees and will continue to so comply throughout the Term of the Agreement; and
- (D) A certification that the Supplier has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply throughout the Term of the Agreement.

Failure of the Supplier to timely submit the data and/or certifications required may result in the Agreement being awarded to another vendor.

23.20. Subordinate Agreements with Eligible Customers

If and to the extent Supplier enters into subordinate agreement(s) with any Eligible Customer for the provision of Services consistent with the terms of this Agreement, as amended by the applicable subordinate agreements, Supplier agrees to offer Services to such Eligible Customers. Neither County nor such Eligible Customers shall have any liability for the obligations of the other (including, without limitation, any liability for any payment obligations) and the Supplier agrees not to sue or otherwise make a claim against County or hold County liable for a breach by such Eligible Customers of any agreement between Supplier and any such Eligible Customers, but rather to proceed directly against such Eligible Customers. Notwithstanding anything to the contrary contained in this Agreement, County may disclose Supplier Confidential Information relating hereto to such Eligible Customers provided such Eligible Customers agree to abide by restrictions on the use of Supplier Confidential Information as specified in Section 28 (Confidentiality).

23.21. Supplier Diligence

Supplier represents and warrants that it:

- (A) Has had the opportunity to carry out a thorough due diligence exercise in relation to the Services, the Requirements, and all its and their obligations under this Agreement, and to visit and inspect the County Locations, the Assets, and facilities, and evaluate their state and condition, and has asked County all the questions Supplier and the Supplier Affiliates consider to be relevant for due diligence and for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement, including providing the Services within the Charges as set out in Exhibit P (Pricing);
- (B) Has received all information and answers requested by it from County and has satisfied itself as to the nature and extent of the obligations and risks assumed by it under this Agreement and the adequacy and sufficiency of the Charge and the financial arrangements in this Agreement for the Services, including Transition-In Services and Termination Assistance Services, which shall cover all Supplier's and Supplier Affiliates' obligations under this Agreement;
- (C) Has gathered all information necessary to perform all obligations under this Agreement, including:
 - (i) all information as to the nature and current state of the County Systems, Assets, and Networks which are the subject of the Services;
 - (ii) all information about the availability, accuracy, and adequacy of the records and data relating to Supplier's obligations under this Agreement;
 - (iii) all information as to the functionality, performance, availability, and adequacy of the Assets comprised in the County Systems as of the Reference Date; and
- (D) Has made its own inquiries to satisfy itself as to the accuracy and adequacy of any information and answers provided or gathered in respect of the areas and matters relating to Supplier's obligations under this Agreement in reliance on its own due diligence.

- (E) Assessments, evaluations, inventories, or other reviews performed by Supplier or County during the Term, including the assessments of the County's network, voice, and security environments that are being provided as part of Transition by Supplier as Transition-in Key Deliverables, shall be collectively referred to as "Assessments." The Assessments shall not be used by Supplier to alter any term or obligation under the Agreement in any way, including (i) any representation by Supplier in this Section 23.21 (Supplier Diligence), (ii) any Supplier obligations under this Agreement, (iii) to excuse any performance of a Service by Supplier, or (iv) to modify the Charges for the Services as set out in Exhibit P (Pricing). For the avoidance of doubt, Benchmarking under Section 5 (Benchmarking) is not deemed an Assessment under this Section 23.21(E).

Notwithstanding the foregoing, and subject to Supplier's performance of the Services in accordance with the Agreement, the County hereby agrees that, as to Performance Failures for the Service Level Requirements set forth below, Supplier shall not be subject to Charge Reductions and multiple failure remedies under Section 2.5.3 (Multiple Failures) of Exhibit H (Service Level Requirements) determined by the Parties to be attributable to a material security (i) failure or (ii) vulnerability with the County's Systems as of the Reference Date, and which, as of the Commencement Date, will be managed by Supplier as part of the Services ("**Preexisting Security Conditions**") for one hundred eighty (180) Calendar Days following the Commencement Date. Notwithstanding the foregoing, within ninety (90) Calendar Days following the Commencement Date, Supplier shall provide a summary to County of security issues related to the Services that it has identified as of that time that require remediation and Supplier's remediation plan and the timing for completion of the remediation as to each such security issue. All Supplier obligations to respond to and resolve the issues giving rise to tickets associated with Incidents or problems that are attributable to Preexisting Security Condition shall remain unchanged.

This Section 23.21(F) applies only to Performance Failures for the following Service Level Requirements set forth under Exhibit H.1 (Service Level Requirements Table):

- SLR No. 30 (WAN and Voice Availability at all [REDACTED] Locations);
- SLR No. 31 (LAN Availability at all [REDACTED] Locations);
- SLR No. 32 (WAN and Voice Availability at all [REDACTED] Locations);
- SLR No. 33 (LAN Availability at all [REDACTED] Locations);
- SLR No. 34 (WAN and Voice Availability at all [REDACTED] Locations);
- SLR No. 35 (LAN Availability at all [REDACTED] Locations);
- SLR No. 36 (Remote Access Availability at Locations of all Classes);
- SLR No. 37 (Internet Access Availability at all Locations);
- SLR No. 38 (Network Transit Delay Monitoring and Proactive Management);
- SLR No. 39 (Packet Delivery Ratio across all WAN Links Monitoring and Proactive Management); and
- SLR No. 40 (Jitter across all WAN Links Monitoring and Proactive Management).

24. WARRANTY DISCLAIMER

24.1. Representations and Warranties Throughout Agreement

Supplier's representations and warranties are set forth in Section 23 (Supplier's Representations, Warranties, and Covenants) and elsewhere in this Agreement and are not confined to Section 23 (Supplier's Representations, Warranties, and Covenants).

24.2. Remedy

In the event of any breach by Supplier of any of its representations or warranties under the Agreement (including those set forth in Section 23 (Supplier's Representations, Warranties, and Covenants)), Supplier shall promptly correct or cause the correction of the deficiencies giving rise to the breach without charge to County. In the case of any breach of Supplier's warranty that prevents or substantially interferes with County's ability to use the Services to conduct its business, Supplier shall use its diligent efforts to correct the deficiency within twenty-four (24) hours after Supplier discovers or receives notice of the deficiency; if full operations have not been restored within such twenty-four (24) hour period, Supplier shall immediately commence continuous twenty-four (24) hour per day (on-site, as appropriate) correction efforts until full production has been restored.

24.3. Warranty Disclaimer

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE MADE TO, AND FOR THE BENEFIT OF, COUNTY AND SUPPLIER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. TERMINATION

25.1. Change of Control

County may terminate this Agreement or any Functional Service Area or Work Order at no cost, charge, liability, or expense, including any termination fee, upon one hundred eighty (180) Calendar Days written notice in the event of, as to the business as a whole, or as to any complete line of business or business unit of Supplier from which County is receiving Services, the acquisition of all or substantially all of Supplier's assets, a financial restructuring or other transaction causing a change in the majority stock ownership of Supplier, or any merger by or with Supplier in which Supplier is not the surviving Entity or in which Supplier's principals do not remain in control of the surviving Entity ("**Change of Control**"); provided, however, that County must deliver any notice of termination pursuant to this Section 25.1 (Change of Control) within twelve (12) calendar months after the effective date of any such transaction.

25.2. Termination for Cause by County

County may terminate this Agreement or any Functional Service Area, in whole or in part: (A) if Supplier materially breaches any of its duties or obligations under the Agreement or any Functional Service Area; (B) if Supplier commits numerous breaches of its duties or obligations under the Agreement or any Functional Service Area which in the aggregate are material; (C) upon ninety (90) Calendar Days prior written notice if Supplier fails to meet any one (1) or more Service Level Requirements with an individual Weighting Factor of one (1) percent or more for four (4) consecutive calendar months, or for any four (4) months in any six (6) month period, other than as a result of County's direct or indirect failure to timely and accurately perform its responsibilities under this Agreement or any Functional Service Area; (D) upon ten (10) Calendar Days prior written notice if Supplier suspends the transaction of its usual business for more than three (3) Calendar Days for any reason; (E) upon ninety (90) Calendar Days prior written notice if Supplier's auditors fail to issue a Type II Audit Report that identifies deficiencies or problems in Supplier's operating effectiveness, or contains a qualified opinion identifying an inadequate control, and Supplier fails to comply with the terms of Section 29.4 (Self Audits) of this Agreement with respect to such deficiencies, problems, or inadequate controls; (F) upon ninety (90) Calendar Days prior written notice if Supplier shall have experienced a material adverse change to its business, financial condition, or assets, and such adverse change has or may potentially have a material adverse effect on Supplier's performance hereunder; (G) upon thirty (30) Calendar Days prior written notice if Supplier's Standard & Poor's credit

rating drops to BBB- or lower (or an equivalent drop in rating by another reputable financial agency), and within thirty (30) Calendar Days thereof Supplier does not provide adequate financial assurances to County that Supplier will be able to continue to perform its obligations under this Agreement and all applicable Functional Service Areas and Work Orders in accordance with the terms of this Agreement and all such Functional Service Areas and Work Orders to County's satisfaction. County's written notice shall specify the acts, omissions, or events alleged to constitute such material breach, breaches, or events and shall state that the notice is being provided in accordance with this Section 25.2 (Termination for Cause by County). In the event of Supplier's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Functional Service Area as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) Calendar Days after the date of the notice of termination.

25.3. Termination for Cause by Supplier

In the event that County fails to pay Supplier undisputed Charges properly due and owing to Supplier under this Agreement exceeding in the aggregate six (6) months of the total monthly Charges by the specified due date, provided such delinquent charges exceed Ten Million Dollars (\$10,000,000), and fails to cure such default within forty-five (45) Calendar Days of notice from Supplier of its intention to terminate for failure to make such payment, Supplier may, by written notice to County, terminate the Term of the affected Functional Service Area. Supplier acknowledges and agrees that this Section 25.3 (Termination for Cause by Supplier) describes Supplier's sole right to terminate any Functional Service Area or this Agreement and Supplier hereby waives any other rights it may have to terminate this Agreement or any Functional Service Area. For the avoidance of doubt, the above amount does not include any amounts properly withheld by the County under Section 20.6 (Withhold Remedy), any Charge Reductions, or the amounts of any disputed Charges.

25.4. Termination for Insolvency

In addition to County's rights under Section 30 (Bankruptcy and Liquidation), in the event Supplier becomes or is declared insolvent, becomes subject to a voluntary or involuntary bankruptcy, or similar proceeding, or makes an assignment for the benefit of all or substantially all of its creditors, then County may terminate this Agreement or any Functional Service Area upon ten (10) Business Days written notice to Supplier.

25.5. Termination for Failure to Implement Benchmark Adjustments

If (A) Supplier fails to adjust its pricing as required under Section 5.3 (Benchmark Adjustments), or (B) County (in its sole discretion) does not accept Supplier's proposal to reduce its Charges to the Benchmark as set forth in Section 5.3(A), County may, upon sixty (60) Calendar Days' notice to Supplier: (A) terminate this Agreement or any Functional Service Area, at no charge to County, as to the applicable Services for which the Charges were not reduced to the Benchmark; or, (B) at County's option, the Agreement or any Functional Service Area as a whole. County's election to terminate under this Section 25.5 (Termination for Failure to Implement Benchmark Adjustments) shall be made within one-hundred and eighty (180) Calendar Days after either (A) Supplier fails to adjust its pricing as required under Section 5.3 (Benchmark Adjustments), or (B) County, in its sole discretion, does not accept Supplier's proposal to reduce its Charges to the Benchmark as set forth in Section 5.3 (Benchmark Adjustments).

25.6. Termination for Convenience

County may, at any time and in its sole discretion, elect to terminate this Agreement or any Functional Service Area at its convenience, provided that County shall, at the time of such election, (A) to terminate the entire Agreement, provide Supplier with one hundred and eighty (180) Calendar Days' prior written notice, and (B) to terminate any part of the Agreement or part of Functional Service Area or service

thereunder, provide Supplier with ninety (90) days' prior written notice. In the event of any termination of under this Section 25.6 (Termination for Convenience), County shall not pay any costs, Charges, or other fees arising from a termination for convenience. Further, County may terminate any Non-Recurring Initiative for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of a Non-Recurring Initiative, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. As to the County's termination of any Functional Service Area under this Section 25.6 (Termination for Convenience), excluding the County's termination of the Integrated Requirements Functional Service Area (since the Charges for the Integrated Requirements Functional Service Area are included in the Charges for the other Functional Service Areas and are not priced separately), the reduction in the Charges corresponding with such termination shall be equal to the Charges set forth under the Agreement for the terminated Functional Service Area. As to the County's termination of any other subset of Services under this Section 25.6 (Termination for Convenience), the Parties shall meet and negotiate in good faith the reduction in the Charges corresponding with such termination as the Parties' best approximation of the Charges for such Services under the Agreement (which, to the extent applicable, shall be based on applicable pricing information included in the Agreement for the terminated Services, e.g. in Exhibit P.3 (Resource Unit Pricing)). Any such reduction in the Charges shall be effective as of the date of termination of the terminated Functional Service Areas or other Services.

25.7. Termination by County for Non-Appropriation

This Agreement is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the Term of this Agreement. If such appropriations are not made, this Agreement may be immediately terminated by County without any liability, cost, fee, expense, or charge of any kind to County. Supplier acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, or appropriation of funds by, the State of California to County. If such funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without any liability, cost, fee, expense, or charge of any kind. Supplier shall not be required to perform any Services following termination of this Agreement for Non-Appropriation.

25.8. Additional Termination Right of County

In the event Supplier, any of its Subcontractors, or any of each of their employees is or becomes debarred and declared ineligible, or voluntarily excluded from covered transactions with respect to all business with the United States Government, then County shall have the right, at its option, to terminate the Term of this Agreement with regard to any or all of the Services without any liability, cost, fee, expense, or charge of any kind by delivering a Termination Notice.

25.9. Termination for Incurred Liability

County shall have the right to terminate: (A) the Term of this Agreement with regard to the Services, or (B) any portion the Services then being provided by Supplier by delivery of a termination notice to Supplier at least ninety (90) Calendar Days before the termination date specified therein, if Supplier has incurred liability under the Agreement in an aggregate amount equal to or greater than seventy-five percent (75%) of then applicable limit on liability specified in this Agreement. If, during the Term, Supplier's total aggregate liability for all claims asserted against it by County under this Agreement based on actual damage awards or settlement amounts equals or exceeds seventy-five (75%) of the amount specified in Section 22.2 (Limitation of Liability Amount), then County may provide to Supplier a written notice requesting that Supplier increase the amount specified in Section 22.2 (Limitation of Liability Amount) by no less than Supplier's total aggregate liability for all claims asserted against it by County under this Agreement as of the date of such written notice. If Supplier refuses to take such actions in writing within

thirty (30) Calendar Days of Supplier's receipt of County's written request therefor, County may terminate this Agreement or any portion of the Services.

25.10. Termination Authorization

Any termination of this Agreement by County must be authorized by the Board of Supervisors. As to all County's termination rights under this Agreement, there shall be no liability, cost, fee, expense, or charge of any kind to County in connection with such termination.

25.11. Termination Assistance

After the effective date of any termination pursuant to this Section 25 (Termination), Supplier shall continue to provide Services and Termination Assistance Services, if any, with respect to the terminated Functional Service Area Statement(s) of Work in accordance with Section 26 (Termination and Expiration Assistance Services) for which it shall be compensated by County as provided in Section 26.2 (Performance of Services).

25.12. Payment of Charges

In the event of termination under this Section 25 (Termination), County agrees to pay to Supplier the undisputed Charges for those Services satisfactorily performed by Supplier under the affected Functional Service Area up to and including the effective date of termination, but shall not pay any other Charges or other fees related to such termination unless such Charges or other fees are specifically described in this Section 25 (Termination).

25.13. Cumulative Remedies

The Parties understand and agree that the rights and remedies available to either Party at law, in equity or under this Agreement shall be cumulative and nonexclusive in nature.

25.14. Stop Order

In the event that the CIO, or the CIO's authorized designee, determines, at any time during the Term of this Agreement that the quality or continuity of any portion of the Services have been materially and adversely affected in any way, or that any such material and adverse effect seems reasonably likely to occur, then upon notice the CIO or his or her designee may direct Supplier to stop and proceed no further until such time as Supplier shall have: (A) analyzed the cause of such condition; and, (B) developed a reasonable plan for resuming such Services in such a manner as to eliminate or avoid such condition. Supplier shall not re-commence the performance of any Services until the CIO or his or her designee has issued Approval in writing. The issuance of a stop order shall not constitute, nor shall be construed as, a breach of this Agreement by County, and shall not result in any cost, fee, charge, expense, or liability to the County.

25.15. Reprourement Costs

In the event of termination resulting from Supplier's breach of this Agreement, County may procure substitute goods or services from other sources as a replacement for the Services under this Agreement. If the cost for those goods or services is higher than the Charges for such Services under the terms of this Agreement, Supplier will be responsible for paying to County the difference between the Charges for such Services under the terms of this Agreement and the price paid by County for the substitute goods or services, and the County may deduct such amount from any unpaid balances due to Supplier. For purposes of the foregoing calculation, the price paid by County for the substitute goods or services shall be deemed to be the prevailing market price at the time such purchase is made. The County's rights under this Section 25.15 (Reprocurement Costs) are in addition to any other remedies available under this Agreement and under law.

26. TERMINATION AND EXPIRATION ASSISTANCE SERVICES**26.1. Termination and Expiration Transition Plan**

- (A) Supplier understands and agrees that County's business operations are dependent on the Services, and that County's inability to receive the Services shall result in irreparable damages to County. Therefore, upon the expiration or termination of this Agreement or any Functional Service Area in whole or in part for any reason, including the breach of this Agreement by the other Party, but excluding the termination of this Agreement for non-appropriation as provided in Section 25.7 (Termination by County for Non-Appropriation), and upon County's request and Approval of Termination Assistance Services as Optional Work as provided in Section 2.12 (Optional Work) and the Approval of an Amendment for such Termination Assistance Services as provided in Section 2.12.6 (Amendments for Optional Work), and subject to the not-to-exceed amount set forth in Exhibit P.9 (Termination Transition Services Pricing), Supplier shall provide the Termination Assistance Services as Optional Work as set forth in this Section 26 (Termination and Expiration Assistance Services) and the Requirements set forth in Exhibit S (Termination Transition Requirements).
- (B) Within ninety (90) Calendar Days after the Reference Date, Supplier shall, in the form and scope agreed upon by County and Supplier, deliver to County for review and revision a Termination Transition Plan prepared specifically for County engagement and any transition from the Services and which will be utilized by both Supplier and County Personnel to implement their respective obligations under this Agreement during any Termination Transition Period. Supplier shall revise the plan based on County's input and the final Termination Transition Plan requires Approval by County's CIO or his or her designee. Supplier shall update the Termination Transition Plan during the Term upon County's request. If no Termination Transition Plan has yet been Approved at the time of such expiration or termination, the rights of County upon any such expiration or termination shall be as set forth in this Section 26 (Termination and Expiration Assistance Services) and Exhibit S (Termination Transition Requirements).
- (C) If a Termination Transition Plan has been Approved, then the rights of County upon any expiration or termination of this Agreement or any Functional Service Area shall be as set forth in the most recently Approved Termination Transition Plan, Exhibit S (Termination Transition Requirements), and this Section 26 (Termination and Expiration Assistance Services). If there are any inconsistencies between this Section 26 (Termination and Expiration Assistance Services) and the most recently Approved Termination Transition Plan, the most recently Approved Termination Transition Plan shall govern. If no Termination Transition Plan has been Approved at the time of any expiration or termination, then, as part of the Termination Assistance Services, Supplier shall provide the professional services staff necessary to provide (i) the Services (as requested by County) at performance standards and Service Level Requirements in effect at the time of termination or expiration, and (ii) the Termination Assistance Services.

26.2. Performance of Services

Supplier and County acknowledge and agree that their mutual cooperation is important to the effective transition of Services provided by Supplier to County or County's designated suppliers. During the Termination Transition Period, Supplier shall provide County with all of the Services being provided as of the earlier of the expiration or termination of the Agreement or the initiation of Termination Assistance Services, including all of the Termination Assistance Services, set forth in this Section 26 (Termination and Expiration Assistance Services), Exhibit S (Termination Transition Requirements) and in the then most recently Approved Termination Transition Plan. All of the Services and Termination Assistance Services provided during any Termination Transition Period shall be provided by Supplier in accordance with the

terms of this Agreement and the applicable Functional Service Area, including with respect to the Service Level Requirements and associated Performance Credits. Supplier shall have no right to withhold or limit any of the Services (including the Termination Assistance Services) on the basis of any alleged breach of this Agreement or any Functional Service Area by County. County shall have the right to seek specific performance of this Section 26 (Termination and Expiration Assistance Services) in any court of competent jurisdiction, and Supplier hereby waives any defense that monetary damages are an adequate remedy. As part of the Termination Assistance Services, Supplier will timely transfer the control and responsibility for all information technology functions and Services previously performed by or for Supplier to County and County's designees by the execution of any documents reasonably necessary to affect such transfers. If Supplier is providing any Services hereunder at the time of such transition utilizing any Software licensed from a Third Party Vendor, Supplier shall, at the request of County, and at the expense of Supplier, promptly transfer such license to County or sublicense such Software to County. Notwithstanding anything in this Agreement to the contrary, County shall be entitled to increase or decrease the Services and Termination Assistance Services in its sole discretion during any Termination Transition Period. Supplier shall be compensated for all Services by payment by County in accordance with the Charges. Notwithstanding the foregoing or anything to the contrary under this Agreement, the Charges for the Termination Transition Services shall not exceed the Termination Transition Services Not To Exceed Amount set forth in Exhibit P.9 (Termination Transition Services Pricing). To the extent the Termination Assistance Services requested by County can be provided by Supplier using personnel and resources already assigned to County in accordance with the Services, there will be no additional charge to County for such Termination Assistance Services. Any Services or Deliverables to be provided or performed by Supplier under the Agreement, but not yet completed at the time Termination Assistance Services are initiated, shall not under any circumstances be deemed to be Transition Assistance Services and shall be completed by Supplier prior to the completion of the Termination Assistance Services.

26.3. Termination Transition Period

Unless otherwise directed by County, commencing: (A) six (6) months prior to the expiration of the Agreement or any Functional Service Area; (B) upon any notice of termination or non-renewal of the Agreement; or, (C) six (6) months prior to any other ceasing of Service under the Agreement or any Functional Service Area, and continuing for a period defined in the Termination Transition Plan, but in no event less than twelve (12) months following the expiration or termination of this Agreement or any Functional Service Area (unless a shorter time period is requested by County), Supplier will continue to provide the Services (including the Termination Assistance Services) as Optional Work, if requested and Approved by County in accordance with Section 2.12 (Optional Work) and the Approval of an Amendment for such Optional Work as provided in Section 2.12.6 (Amendments for Optional Work), as requested by County (the **"Termination Transition Period"**). After such twelve (12) month Termination Transition Period (or such shorter time period as requested by County), unless otherwise directed by County, Supplier shall provide extensions of the Services and the Termination Assistance Services and Termination Transition Period as requested by County in thirty (30) Calendar Day extension terms for up to an additional six (6) months. Notwithstanding the foregoing, Supplier's obligation to provide the Termination Assistance Services shall not cease until the effective transition of all Services has been completed satisfactory to the County, including the performance by Supplier of all asset-transfers and other obligations of Supplier with respect to the Termination Assistance Services has been completed. The total Termination Transition Period following the expiration or termination of the Agreement or Services, in whole or in part, shall not exceed eighteen (18) months. As to any ongoing Services (including the Converged Network Services, Voice Communications Services, and Security Operations Center Services) provided after the expiration or termination of the Agreement or the initiation of Termination Assistance Services, and during the Termination Transition Period, the Charges for such Services shall be the same as

the Monthly Fixed Fee immediately prior to the expiration or termination of the Agreement or Services, in whole or in part (or prorated in the event the first or last month of the Termination Transition Period is less than a full month). County shall not pay any additional Charges or other fees for Termination Assistance Services performed outside of the Termination Transition Period. County shall have the same rights to Software and such other intellectual property rights as provided in Section 16 (Software, Documentation, and Intellectual Property) during the Termination Transition Period as it does during the Term.

26.4. Transition Services

In addition to the Requirements set forth in Exhibit S (Termination Transition Requirements), Supplier will provide the following Termination Assistance Services at County's request:

- (A) Notwithstanding Section 40.2 (Non-Solicitation of Personnel), County or County's designee shall be permitted to undertake, without interference from Supplier or Supplier Affiliates (including counteroffers), to hire, effective after the later of the termination of the Term or completion of any Termination Assistance Services, any employees of Supplier or Supplier Affiliates primarily assigned to the performance of Services within the twelve (12) month period after the Reference Date and within the twelve (12) month period prior to the expiration or termination date by providing Supplier with written notice of its intent to hire any such employees no later than the latter of (i) forty five (45) Calendar Days prior to the expiration of the Term, or (ii) forty five (45) Calendar Days prior to the completion of any Termination Assistance Period. Supplier shall waive, and shall cause its Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by County or its designee. County or County's designee shall have reasonable access to such employees of Supplier or Supplier Affiliates for interviews, evaluations, and recruitment. County or County's designee shall conduct the above-described hiring activity in a manner that is not unnecessarily disruptive to the performance by Supplier of its obligations under this Agreement.
- (B) To the extent County or County's designee is entitled under Section 16 (Software, Documentation, and Intellectual Property) to a license, sublicense, or other right to use any Software or other Intellectual Property utilized in performing the Services, Supplier shall provide County or its designee with such license, sublicense, or other right, including, where County has such right, a copy of all Source Materials, Object Code and Documentation related to Software, in Supplier's possession or control, in a form reasonably requested by County. Notwithstanding anything in this Agreement to the contrary, Supplier shall have no obligation to provide County with any Software that is Source Materials other than where the Source Material is County Custom Software or County Modified Software or Open Source Software.
- (C) County or its designee shall have the right, but not the obligation, upon reasonable notice, to purchase any Supplier Assets that, on the date of expiration or termination of this Agreement or any Functional Service Area or Work Order, Supplier is using on a dedicated basis to perform the Services.
- (D) Supplier shall return to County, if not previously returned, all County Equipment, in a condition at least as good as the condition thereof on the Reference Date, ordinary wear and tear excepted. Such Equipment shall be returned at the expiration or termination date or the completion of any Services or Termination Assistance Services associated with such Equipment requested by County under this Agreement, whichever is later.
- (E) Supplier shall inform County of Subcontracts or Third Party Vendor contracts primarily dedicated by Supplier, Supplier Subcontractors, or Supplier Affiliates to perform the Services. County shall retain the right to contract directly with any such Subcontractor or Third Party Vendor.

Additionally, Supplier shall use commercially reasonable efforts to provide County with the right to contract directly with any Subcontractor or Third Party Vendor previously utilized by Supplier to perform any Services or to assume Supplier's contract with such Subcontractor or Third Party Vendor.

- (F) If Supplier is able to obtain the right for County to assume such Subcontracts and Third Party Vendor contracts in accordance with Section **Error! Reference source not found.** above, and County elects to assume a Subcontract or Third Party Vendor contract, Supplier shall assign the designated Subcontracts and Third Party Vendor contracts to County or its designee as of the expiration or termination date or the completion of any Services associated with such Subcontracts or Third Party Vendor contracts, whichever is later. There shall be no charge or fee imposed by Supplier on County related to such assignment. To the extent charges or fees are imposed by any Subcontractors or Third Party Vendor, such costs shall be paid by Supplier. Supplier shall (i) represent and warrant that it is not in default of such Subcontracts and Third Party Vendor contracts, (ii) represent and warrant that all payments have been made thereunder through the date of assignment, and (iii) notify County of any defaults by Subcontractors or Third Party Vendor contractors with respect to such Subcontracts and Third Party Vendor contracts of which Supplier is then aware.
- (G) If Supplier uses a proprietary communications network to provide Services to County, then for a period of no more than eighteen (18) months following the expiration or termination date, County may request that Supplier continue to provide such proprietary communications network and other network Services at the rates, and subject to the terms and conditions, set forth in this Agreement.

27. INSURANCE AND INDEMNITY

27.1. Required Insurance Coverage

Supplier shall obtain, pay for, and maintain in full force and effect during the Term of this Agreement insurance as provided in this Section 27 (Insurance and Indemnity). Prior to the provision of Services under this Agreement, Supplier agrees to purchase all required insurance at Supplier's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Agreement have been complied with. Supplier agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Agreement. In addition, all Subcontractors performing work on behalf of Supplier pursuant to this Agreement shall obtain insurance that is (i) consistent with the terms and conditions as set forth herein for Supplier, (ii) necessary to address the risks associated with a Subcontractor's performance, and (iii) Approved by County in connection with the Subcontractor's Approval. Supplier shall ensure that all Subcontractors performing work on behalf of Supplier pursuant to this Agreement shall be covered under Supplier's insurance as an Additional Insured or maintain insurance as set forth herein for Subcontractor and Approved by County in connection with the Subcontractor's Approval as provided in (iii), above. Supplier shall not allow Subcontractors to work if Subcontractors do not have the level of coverage required and Approved by County under this Agreement. It is the obligation of Supplier to provide notice of the insurance requirements to every Subcontractor and to receive proof of insurance prior to allowing any Subcontractor to begin work. Such proof of insurance must be maintained by Supplier through the entirety of this Agreement for inspection by County representative(s) at any reasonable time. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Five Million Dollars (\$5,000,000) shall specifically be Approved by the County's Risk Manager, or designee, upon review of Supplier's current audited financial report. If Supplier's SIR is

Approved, Supplier, in addition to, and without limitation of, any other indemnity provisions in this Agreement, agrees to all of the following:

- (A) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand, or suit resulting from Supplier's, its agent's, its employee's, or Subcontractor's performance of this Agreement, Supplier shall defend the County at its sole cost and expense with counsel Approved by Board of Supervisors against same; and,
- (B) Supplier's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and,
- (C) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Supplier's SIR provision shall be interpreted as though the Supplier was an insurer and the County was the insured.

If the Supplier fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement.

27.2. Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of "A-" (Secure A.M. Best's Rating) and "VIII" (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of "A-"/"VIII", the County retains the right to Approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Supplier shall provide the minimum limits and coverage as set forth below:

27.3. Coverage Minimum Limits

Commercial General Liability	\$2,000,000 per occurrence \$10,000,000 aggregate
Automobile Liability	\$2,000,000 per occurrence (including coverage for owned, non-owned, and hired vehicles)
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Cyber Liability. (Supplier shall specify on the applicable certificate of insurance that Network Security and Privacy Liability coverage is included as part of the Cyber Liability coverage and has the same limits as the Cyber Liability insurance.)	\$20,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Professional Liability	\$20,000,000 per claims-made

	\$20,000,000 aggregate
Employee Dishonesty and Computer Fraud (Client Coverage)	\$10,000,000 per occurrence

27.4. Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

27.5. Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- (A) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***“County of Orange its elected and appointed officials, officers, agents and employees”*** as Additional Insureds, or provide blanket coverage, which will state ***“AS REQUIRED BY WRITTEN AGREEMENT”***.
- (B) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Supplier’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Cyber Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- (A) An Additional Insured endorsement naming ***“County of Orange its elected and appointed officials, officers, agents and employees”*** as Additional Insureds for its vicarious liability.
- (B) A primary and non-contributing endorsement evidencing that the Supplier’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***“County of Orange its elected and appointed officials, officers, agents and employees”*** or provide blanket coverage, which will state ***“AS REQUIRED BY WRITTEN AGREEMENT”***.

All insurance policies required by this Agreement, excluding the Employee Dishonesty and Computer Fraud policy, shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

The County shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County is a Loss Payee shall accompany the Certificate of Insurance.

Supplier shall notify County in writing within thirty (30) Calendar Days of any policy cancellation and ten (10) Calendar Days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the County may suspend or terminate this Agreement.

If Supplier’s Technology Errors & Omissions and/or Cyber Liability are “Claims-Made” policies, Supplier shall agree to maintain coverage for two (2) years following the completion of the Agreement.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the Eligible Customer's address listed on the solicitation.

If the Supplier fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Eligible Customer's purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Supplier to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County. Notwithstanding the foregoing and any other provision of this Agreement, County shall not require an increase to Supplier's insurance limits that would exceed Supplier's then existing policy limits, unless such increase is mutually agreed to by the Parties.

County shall notify Supplier in writing of changes in the insurance requirements which changes shall be mutually agreed upon. If Supplier does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such agreed changes within thirty (30) Calendar Days of receipt of such notice, this Agreement may be in breach without further notice to Supplier, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Supplier's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement nor act in any way to reduce the policy coverage and limits available from the insurer.

27.6. Claims Made Coverages

To the extent any insurance coverage required by this Agreement (Insurance and Indemnity) is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Supplier its Affiliates or Subcontractors during the Term of this Agreement, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Agreement, or Supplier shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of this Agreement, to provide coverage for at least three (3) years from the occurrence of either such event.

27.7. Waiver of Rights of Subrogation

With the exception of the Employer's Dishonesty and Computer Fraud policy, Supplier hereby waives and shall cause its insurers to waive their rights of subrogation against County, and all of County's subsidiaries, Affiliates, directors, officers, employees, and elected or appointed officials under the insurance policies described herein.

27.8. Certificates of Insurance

Certificates of insurance evidencing all coverages described in this Agreement shall be furnished to County prior to the Reference Date. The certificates of insurance shall state the amount of all deductibles and will be endorsed as follows:

- (A) With the exception of the Workers Compensation and Employer's Liability coverages, in the name of County, its officers, agents, and employees as additional insureds;
- (B) to provide that each of the policies is primary insurance with respect to any other insurance available to County as to any claim for which coverage is afforded under the policy; and
- (C) to provide that the policy shall apply separately to each insured against whom a claim is made or suit is brought (required for Comprehensive General Liability, Professional Liability Insurance, and Automobile Liability only).

The certificates of insurance shall demonstrate the applicable waivers of subrogation required hereunder are in force which may be shown on the certificate (except that, if County prefers that Supplier provide a

copy of the blanket additional insured provision endorsement that adds County as an additional insured except for excess liability to the applicable policy in lieu of any such certificate of insurance, Supplier shall provide a copy of such endorsement within thirty (30) Calendar Days after County's request therefore).

27.9. Subcontractors to Be Insured

Supplier shall require all of its Subcontractors to carry insurance coverages and limits as agreed to and Approved in writing by County pursuant to Section 27.1 (Required Insurance Coverage) of this Agreement, and shall require all such insurance policies to name County, its officers, agents, and employees as additional insureds, excluding Workers Compensation and Employer's Liability insurance.

27.10. Cancellation or Lapse of Insurance

Supplier shall give thirty (30) Calendar Days prior written notice to County of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy. Should Supplier fail to keep in effect at all times the insurance coverages required under this Agreement, County may, in addition to and cumulative with any other remedies available at law, equity, or hereunder withhold payments to Supplier required under this Agreement in an amount sufficient to procure the insurance required herein.

27.11. Other Insurance Requirements

Whenever commercially reasonable or possible, insurance policies required hereunder shall be issued by insurance companies: (A) authorized to do business in all locations where Services are to be performed; and, (B) with policy holder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the Reference Date. Upon written request by County, Supplier will provide to County policy extracts and policy form numbers to clarify an insurance certificate or as otherwise needed in the course of County's business activities. Supplier agrees that all insurance coverages required under this Agreement shall be provided through policies obtained from unaffiliated third parties, and not through any form of self-insurance.

27.12. General Indemnity

27.12.1. Supplier's Indemnity

- (A) At Supplier's expense and as described herein, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs, and expenses, of any kind or nature arising out of, or in connection with: (a) any alleged act or failure to act by Supplier or its directors, officers, agents, or employees which has caused, or which is alleged to have caused (including negligent or willful misconduct), any injury to any Person or Persons or damage or loss to tangible property; (b) a breach of the provisions of Section 28 (Confidentiality) relating to Supplier's use of County Confidential Information; (c) a breach of the provisions of Section 23.12 (Compliance with Laws); (d) Supplier's decision to terminate or failure to observe or perform any duties or obligations to be observed or performed on or after the Commencement Date by Supplier under any of the Third Party Software licenses, Equipment Leases, or Managed Contracts assigned to Supplier by County or for which Supplier has assumed financial, administrative, or operational responsibility; (e) Supplier's failure to observe or perform any duties or obligations to be observed or performed by Supplier under Third Party Software licenses, Equipment Leases, or Managed Contracts entered into by Supplier and used in providing the Services; (f) occurrences that Supplier is required to insure against pursuant to Section 27 (Insurance and Indemnity), to the extent of Supplier's actual coverage under its insurance policies, or in the event Supplier fails to obtain the applicable insurance policy pursuant to Section 27 (Insurance and Indemnity), to the extent of the coverage required therein; provided, however, that this provision shall not limit County's right to indemnity under any other provision of this Section 27.12 (General Indemnity); (g) Supplier's acts

or omissions during the interview, hiring, or transition process with respect to any County Personnel or former County Personnel; (h) Taxes, together with interest and penalties, that are the responsibility of Supplier under Section 20.4 (Taxes); (i) any breach (or claim or threat thereof that, if true, would be a breach) of any of the warranties, agreements, representations, or obligations of Supplier under this Agreement; (j) claims by government regulators or agencies for fines, penalties, sanctions, or other remedies arising from or in connection with Supplier's failure to perform its responsibilities under this Agreement; or, (k) any action brought by any Supplier Personnel or Subcontractor seeking to be treated as a County employee or claiming entitlement to any County employee benefits other than with regard to periods during which they were actually employed by County ((a) through (k) above are individually each, and collectively all, referred to as "**Indemnity Claims**"). For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 27.12.1 (Supplier's Indemnity), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

- (B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such Indemnity Claims, as well as any and all reasonable attorneys' fees and costs of investigation arising from such Indemnity Claims incurred by County or any other party indemnified under this Section 27.12 (General Indemnity) associated with such Indemnity Claims and incurred prior to Supplier's assumption of the defense against any Indemnity Claims.

27.13. Environmental

- (A) County shall: (i) notify Supplier of the procedures and precautions to be taken at County Locations where Hazardous Materials are used or produced in operations performed by County; (ii) provide at its expense any special equipment or training required by Supplier to provide safely and properly the Services in the presence of such Hazardous Materials; (iii) be responsible for complying with all material applicable Environmental Laws concerning the treatment, storage, registration, handling, disposal, or Environmental Release of or reporting about, Hazardous Materials used or produced in operations performed by County at the County Locations; and, (iv) be responsible for remedying any violation of Law with respect to the treatment, storage, registration, handling, disposal, or Environmental Release of or reporting about Hazardous Materials used or produced in operations performed by County at the County Locations.
- (B) Supplier shall: (i) notify County of the procedures and precautions to be taken at County Locations or Supplier Locations where Hazardous Materials are used or produced by Supplier or its Affiliates or Subcontractors in the performance of the Services; (ii) provide at its expense any special equipment or training required by County to perform its operations safely and properly in the presence of such Hazardous Materials; (iii) be responsible for complying with all material applicable Environmental Laws concerning the treatment, storage, registration, handling, disposal, or Environmental Release of or reporting about Hazardous Materials used or produced by Supplier or its Affiliates or Subcontractors in the performance of the Services; and, (iv) be responsible for remedying any violation of Environmental Law with respect to the treatment,

storage, registration, reporting, handling, disposal, or Environmental Release of any Hazardous Materials used or produced in the performance of the Services.

- (C) In the event that Hazardous Materials are present at levels exceeding U.S. OSHA Permissible Exposure Limits at any County Location during the Term of this Agreement, Supplier may temporarily cease performance of any affected portion of the Services if and to the extent Supplier's ability to perform such portion of the Services safely is impacted by the presence of such Hazardous Materials and the unsafe condition cannot reasonably be circumvented by Supplier through the use of alternative approaches, workaround plans, or other means.
- (D) Supplier shall comply with all other requirements and obligations with respect to Hazardous Materials as set forth in Exhibit E (Environmental, Health, and Safety Issues).

27.14. Subrogation

In the event that an indemnitor shall be obligated to indemnify an indemnitee pursuant to this Section 27 (Insurance and Indemnity) or any other provision of this Agreement, the indemnitor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

27.15. Indemnities Throughout Agreement

It is understood and agreed by the Parties that Supplier's indemnification obligations are set forth throughout this Agreement and are not confined to this Section 27 (Insurance and Indemnity).

28. CONFIDENTIALITY

28.1. Definition of Confidential Information

"**Confidential Information**" shall mean, with respect to a Party hereto, all information or material that: (A) County provides to Supplier or is developed by Supplier for County that contain descriptions of the County's operations, building layouts, system maps and configurations, security protocols, network diagrams or similar information that provides non-public information about the County; and, (B) is either (i) marked "Confidential," "Restricted," "Proprietary," or with some other, similar, marking; (ii) known by the Parties to be considered confidential or proprietary; or, (iii) from all the relevant circumstances should reasonably be assumed to be confidential or proprietary. For the avoidance of doubt, Confidential Information described in subpart (A) above shall remain County Confidential Information regardless of any marking; and to the extent it is developed by Supplier, if marked it shall be marked as "County Confidential Information," and any other marking by Supplier placed on such information shall have no force or effect under this Agreement. Subject to the terms of this Agreement, Confidential Information includes all Source Materials and Object Code, prices, trade secrets, mask works, databases, hardware, software, designs, techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination and arrangement of the contents of such materials, and any unpublished information concerning research activities and plans, customers, marketing or sales plans, product development or time to market, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, County Data, County Personal Data and unpublished financial information, including information concerning revenues, profits and profit margins.

28.2. Exclusions

Except with respect to County Personal Data, Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof:

- (A) has previously become or is generally known to the public, unless it has become generally known to the public through a breach of this Agreement or a confidentiality or non-disclosure agreement;
- (B) was already rightfully known to the Party receiving such information (the **"Receiving Party"**) prior to being disclosed by or obtained from the Party (or its agents or Affiliates) disclosing such information (the **"Disclosing Party"**) as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party;
- (C) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or,
- (D) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party.

It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (A), (B), (C), or (D) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

28.3. Use

The Parties agree to hold each other's Confidential Information in strict confidence during the Term of this Agreement and after any termination or expiration of this Agreement. Each Party recognizes the importance of the other's Confidential Information and recognizes and agrees that the Confidential Information of the other Party is critical to such other Party's business and that neither Party would enter into this Agreement without assurance that its Confidential Information and the value thereof will be protected as provided in this Section 28 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (A) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; (B) the Receiving Party may disclose or provide access to its responsible employees who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and, (C) the Receiving Party will notify the Disclosing Party immediately of any unauthorized disclosure or use of the other Party's Confidential Information, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information. Supplier shall require each of its agents and Subcontractors providing Services hereunder to execute a confidentiality agreement, in form and substance acceptable to County, under which such agents or Subcontractors agree to appropriately protect the County Confidential Information and to fulfill any other confidentiality obligations necessary to the performance of Supplier's obligations hereunder. Supplier covenants that each of its employees performing Services shall be subject to the terms of an employment agreement that requires him or her to protect Supplier's clients' confidential information, including the County Confidential Information, and that offers no less degree of protection than that which is required hereunder.

28.4. Treatment of County Data

County Data is and shall remain the property of County and County shall retain exclusive rights and ownership of the County Data. Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 28 (Confidentiality), during the Term and thereafter in perpetuity, Supplier will not gather, store, log, archive, use, or otherwise retain any County Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any County Data to any third party, except as expressly provided in this Agreement or as Supplier may be expressly be directed in advance in writing by County. Supplier represents, covenants, and warrants that

Supplier will use County Data only in compliance with (A) this Agreement, (B) the County Policies, Procedures, and Guidelines, and (C) all applicable Laws.

28.5. Compelled Disclosures

- (A) To the extent required by applicable Law, including but not limited to the California Public Records Act (“CPRA”), or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information, including County Data, in accordance with such Law or order or requirement, subject to the following conditions: (i) As soon as possible after becoming aware of such Law, order, or requirement and prior to disclosing Confidential Information, including County Data, pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure; (ii) the Receiving Party will use reasonable efforts not to release Confidential Information, including County Data, pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information, including County Data, that may result from such disclosure; and, (iii) the Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party’s obligations hereunder with respect to Confidential Information, including County Data, so disclosed. The County’s disclosure of information or documents, including Confidential Information, pursuant to the CPRA, a court order, or other legal obligation, shall not subject the County, its elected and appointed officials, those special districts and agencies which County’s Board of Supervisors acts as the governing Board, County’s Affiliates, and as to each of the above, their respective officers, directors, employees, agents, successors, and assigns, to any liability, cost, fee, expense, or charge of any kind. To the extent the County withholds information or documents pursuant to a request by Supplier and in good faith pursuant to law, but such withholding results in a claim or liability against County, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs, and expenses, of any kind or nature arising out of, or in connection with such claim or liability against County. For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. Notwithstanding the foregoing provisions, if County receives a CPRA for a copy of the Agreement that County believes, in its reasonable discretion, it is obligated to comply with, Supplier agrees that County may comply with such CPRA without obtaining Supplier’s prior approval.
- (B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such claim or liability against County, as well as any and all reasonable attorneys’ fees and costs of investigation arising from such claims or liability against County incurred by County or any other party indemnified under this Section 28.5 (Compelled Disclosures) associated with such claims or liability against County and incurred prior to Supplier’s assumption of the defense against any claims or liability against County.

28.6. Return of Proprietary or Confidential Information

On the Disclosing Party’s written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly:

- (A) with respect to either Supplier or County, as the case may be, return or destroy, at the Disclosing Party's option, all originals and copies of all documents and materials it has received containing the Disclosing Party's Confidential Information; and,
- (B) with respect to County, deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Supplier, prepared under Supplier's direction, or at Supplier's request from the documents and materials referred to in subparagraph (A), and provide a notarized written statement to County certifying that all documents and materials referred to in subparagraphs (A) and (B) have been delivered to County or destroyed, as requested by County.

28.7. Solicitation of County Customers

Supplier agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County customers or business partners. Nothing contained herein shall preclude Supplier from providing services to any County customers or business partners who independently contact Supplier, who are responding to a general solicitation of Supplier, or are contacted by Supplier based on information independently derived by Supplier.

28.8. Residual Knowledge

Provided that the Receiving Party does not infringe the patent rights, copyrights, trademarks, or service marks of the Disclosing Party or any third parties who have licensed or provided materials to the Disclosing Party, either Party may use the ideas, concepts, know-how, methodologies, processes, technologies, algorithms, or techniques relating to the Services (collectively, "**Residual Knowledge**") retained by an individual without reference, within thirty (30) Calendar Days after the use of such Residual Knowledge, to any writing, whether written or electronic, and which either Party, individually or jointly, develops, or discloses under this Agreement. Confidential Information that the Receiving Party's personnel deliberately commits to memory is not Residual Knowledge. This Section 28.8 (Residual Knowledge) shall not apply to County Personal Data or any County Data. Other than as set forth herein, nothing contained in this Section 28.8 (Residual Knowledge) given the Receiving Party the right to disclose, publish, or disseminate (A) the source of the Residual Knowledge, (B) the Disclosing Party's financial, statistical, or personnel data, or (C) the Disclosing Party's business plans or strategies.

28.9. Non-Exclusive Equitable Remedy

Each Party acknowledges and agrees that due to the unique nature of Confidential Information, including County Data, there is no adequate remedy at law for any breach of its obligations hereunder and that any such breach or threatened breach may result in irreparable harm to such Party and, therefore, that upon any such breach or any threat thereof, each Party will be entitled to seek and obtain appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 28 (Confidentiality) shall constitute a material breach of this Agreement.

29. AUDIT, INSPECTION, AND EXAMINATION OF RECORDS

29.1. Supplier Records

Supplier shall, and shall cause its Subcontractors to, maintain complete and accurate records of, and supporting documentation for, Charges and financial transactions relevant to the performance of Supplier's obligations under this Agreement. In addition, Supplier shall, and shall cause its Subcontractors to, maintain accurate records and supporting documentation (excluding materials protected under attorney-client or other legal privilege or internal audit reports, but including disclosure of any finding, recommendation, or conclusion in such audit reports relating to possible non-compliance with Supplier's

obligations under this Agreement) sufficient to document the Services provided by Supplier and such Subcontractors under this Agreement, including corporate documents, contractual agreements, employment agreements, and all other documents, agreements, and records relating to this Agreement (“**Supplier Records**”). With respect to the amounts chargeable to and payments made by County under this Agreement, Supplier Records shall be kept in accordance with generally accepted accounting principles applied on a consistent basis. Supplier shall retain Supplier Records in accordance with County's Record Retention Policy as it may be reasonably adjusted from time-to-time and provided to Supplier in writing.

29.2. Operational Audits

In addition to the requirements set forth in Section 29.5 (Information Security Reviews), Supplier shall, and shall cause its Subcontractors to, provide to County (and internal, external, and government auditors, inspectors, regulators, and other representatives that County may designate from time-to-time) access at reasonable hours to Supplier Personnel, to the Supplier Locations (including Data Centers) at or from which Services are then being provided and to Supplier records and other pertinent information, all to the extent relevant to the Services and Supplier's obligation under this Agreement. Such access shall be provided for the purpose of performing audits and inspections of County and its businesses to: (A) verify the integrity of County Data; (B) examine the systems that process, store, support and transmit that data; (C) examine the controls (e.g., organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) and the security, disaster recovery, and back-up practices and procedures; (D) examine Supplier's performance of the Services; (E) verify Supplier's reported performance against the applicable Service Level Requirements; (F) examine Supplier's measurement, monitoring, and management tools; and, (G) enable County to meet applicable legal, regulatory, and contractual requirements. Supplier shall provide any assistance reasonably requested by County or its designee in conducting any such audit, including installing and operating audit software.

29.3. Financial Audits

Supplier shall, and shall cause its Subcontractors to, provide to County (and internal, external, and government auditors, inspectors, regulators, and other representatives, that County may designate from time-to-time) access at reasonable hours to Supplier Personnel and to Supplier Records and other pertinent information, all to the extent relevant to the performance of Supplier's financial obligations under this Agreement. Such access shall be provided for the purpose of performing audits and inspections to: (A) verify the accuracy and completeness of Supplier's Invoices; (B) verify the accuracy and completeness of Pass Through Expenses; (C) examine the financial controls, processes, and procedures utilized by Supplier as each relates to Supplier's performance of its financial obligations to County under this Agreement; (D) examine Supplier's performance of its other financial obligations to County under this Agreement; and, (E) enable County to meet applicable legal, regulatory, and contractual requirements. Supplier shall provide any assistance reasonably requested by County or its designee in conducting any such audit and shall make requested personnel, records, and information available during the Term and thereafter, during the period specified in County's Records Retention Policy, as it may be reasonably adjusted from time-to-time. If any such audit reveals an overcharge by Supplier (net of any revealed undercharges unless such undercharges are barred by Section 21.1 (General)), and Supplier does not successfully dispute the amount questioned by such audit, Supplier shall promptly pay to County the amount of such net overcharge, together with interest at the rate of nine percent (9%) per annum from the date of Supplier's receipt of such net overcharge. In addition, if any such audit reveals an overcharge of more than three percent (3%) in any Functional Service Area, Supplier shall promptly reimburse County for the actual cost of such audit. Subject to Section 21.1 (General), if any such audit reveals an undercharge

by Supplier, net of any revealed overcharges, and County does not successfully dispute the amount revealed by such audit, County shall promptly pay to Supplier the amount of such net undercharge.

29.4. Self-Audits

- (A) In addition to the audits authorized by County as set forth above, in the event County identifies an incident or event that arises from Supplier's actions or inactions and that raises an issue, which if systemic to Supplier's Services, would have a significant adverse impact on performance, operations, compliance with Laws, Charges, or similar concerns, County may request and Supplier will perform a self-audit of a sampling of Locations to determine if the issue is present at other Locations or in connection with other Services. Supplier will share the methodology and results of the self-audit performed as a sampling with County. The self-audit requirement under this Section 29.4 will not be initiated by County more than two (2) times in any Contract Year and will be at Supplier's cost. If the results of the self-audit performed on a sampling reflect similar issues are occurring at other Locations or in connection with other Services, the issues will be escalated on an expedited basis for a decision on the scope of further self-auditing based on the results of the sampling.
- (B) At Supplier's sole cost and expense, Supplier shall cooperate with County on service organization control Audits. Supplier shall require its Auditors to conduct an annual examination of the controls placed in operation and tests of operating effectiveness, and issue a SSAE 18 Type II Report or an AT 101 Type II Report (each, a "**Type II Audit Report**") (as applicable) thereon which shall comply in all material respects with SSAE 18 or AT 101 (as applicable), as such standards may be amended, restated, or amended and restated, from time-to-time. If, from time-to-time, the applicable Type II Audit Report is replaced by a similar report (whether by the AICPA or pursuant to industry practice), then, upon County's request, Supplier shall provide such replacement report instead of the applicable Type II Audit Report, but otherwise as and when set forth in this Section 29.4 (Self Audits). Each Type II Audit Report shall cover the SSAE 18 or AT 101 reporting period (as applicable) (each, a "**Type II Audit Reporting Period**").
- (C) In addition to the Type II Audit Reports, Supplier shall promptly deliver the following items to County:
 - (i) five (5) copies of the final version of the applicable Type II Audit Report on or before December 15 of each calendar year; and,
 - (ii) a supplemental report ("**Bridge Letter**") on or before January 15 of the calendar year following the applicable Type II Audit Reporting Period, which Bridge Letter shall, at a minimum, contain a representation by Supplier that the controls identified in the Type II Audit Report for the applicable Type II Audit Reporting Period are still operating effectively and that no such controls have, in any way, changed or been altered from the period between the last day of the applicable Type II Audit Reporting Period and December 31 of that year, unless such controls have been changed or altered as a result of a deficiency correction made by Supplier.
- (D) Supplier acknowledges and agrees that it will provide the Type II Audit Reports to County promptly upon completion or receipt by Supplier, but in no event longer than thirty (30) Calendar Days after completion or receipt by Supplier. If Supplier fails to deliver such Type II Audit Reports within thirty (30) Calendar Days after completion or receipt, Supplier shall provide County with a five thousand dollar (\$5,000) credit every week beginning upon the thirty-seventh (37th) Calendar Day after the completion or receipt by Supplier of the Type II Audit Report until Supplier provides the applicable Type II Audit Reports to County. Supplier shall use its commercially reasonable efforts to promptly correct any deficiencies or resolve any problems identified in the final version

of the applicable Type II Audit Report, including if any such Type II Audit Report is issued with a qualified opinion identifying an inadequate control then promptly correcting such inadequacy. If any such deficiencies or problems appear in the applicable Type II Audit Report for the following applicable Type II Audit Reporting Period, or if the Type II Audit Report for the following applicable Type II Audit Reporting Period is issued with a qualified opinion identifying the identical or similar control inadequacy identified in the applicable Type II Audit Report for the prior applicable Type II Audit Reporting Period, the Parties shall escalate the matter within the Governance in an effort to resolve any inadequacies and request County's Approval of Supplier's plan to cure such inadequacies within sixty (60) Calendar Days of the plan Approval, or as otherwise agreed in the plan ("**Type II Audit Cure Date**"). If Supplier fails to correct the inadequacies as of the Type II Audit Cure Date, then Supplier shall provide County with a five thousand dollar (\$5,000) credit every week beginning upon the seventh (7th) Calendar Day after the Type II Audit Cure Date until the control inadequacy is remedied. If County subsequently and reasonably incurs charges from its auditors in connection with an audit of County's consolidated financial statements, then, to the extent that such excess charges result from additional audit procedures that such auditors had to perform because of inadequacies or findings identified in a previously delivered Type II Audit Report that have not been adequately addressed by Supplier within one-hundred and eighty (180) Calendar Days but are reasonably capable of being addressed by Supplier within one-hundred and eighty (180) Calendar Days (including control objectives or controls that Supplier has not identified nor instituted and that County reasonably believes as indicated in writing to Supplier are necessary to ensure its desired level of Service), Supplier shall promptly reimburse County for such excess charges, up to a maximum of twenty five thousand dollars (\$25,000) for each applicable Type II Audit Reporting Period. In no event shall this Section 29.4 (Self Audits) in any way modify or reduce Supplier's auditors' responsibilities under SSAE 18 and AT 101.

29.5. Information Security Reviews

During the Term, County may perform information security reviews on any County Systems, Assets, or facilities used by Supplier to provide the Services hereunder ("**Reviews**"). The Reviews may include physical inspection, external scan, internal scan, code review, process reviews, and reviews of system configurations. The Reviews may be conducted, at County's discretion and at County's expense, by County, another Affiliate, or their designees, including third party consultants or other providers retained by County. The Reviews may include unannounced penetration, vulnerability assessments, and security tests, as it relates to the receipt, maintenance, use, or retention of County's Confidential Information or County Data in which case County shall provide contemporaneous notice to Supplier. Supplier hereby grants permission to County to perform the Reviews per the agreed upon scope and methodology; provided, however, that any such Review shall be conducted by County, another Affiliate or their designees, as applicable, in compliance with the provisions of Section 29.6 (General Procedures) as if such Review were an audit subject to such Section. To the fullest extent permitted by law, Supplier hereby waives the benefit of any state or federal law which may provide a cause of action against County and its Affiliates based upon Reviews permitted under this Section 29.5 (Information Security Reviews) and conducted pursuant to the agreed upon scope and methodology. Should any Review result in the discovery of material security risks to the County Systems, Equipment, Software, networks, or facilities used by Supplier to provide the Services, County shall promptly notify Supplier of such risks, and Supplier shall respond to County in writing within three (3) days with Supplier's plan to take reasonable measures to promptly correct, repair, or modify the applicable County System, Assets, or facility to effectively eliminate such risks at no cost to County. Upon County's Approval, Supplier shall implement such plan as quickly as practicable. Should Supplier fail to take reasonable measures to remedy the identified risk, County may terminate this Agreement for cause effective immediately.

29.6. General Procedures

- (A) Notwithstanding the intended breadth of County's audit rights, County shall not be given access to the proprietary information of other Supplier customers or to Supplier locations that are not related to County or the Services.
- (B) All audits will be performed in a manner so as not to interfere materially and unnecessarily with Supplier's ability to perform the Services in accordance with the Service Level Requirements.
- (C) Following any audit, County shall conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference with Supplier to obtain factual concurrence with issues identified in the review.

29.7. Supplier Response

Supplier and County shall meet to review each audit report or review required by this Section 29 (Audit, Inspection, and Examination of Records) promptly after the issuance thereof. Supplier will respond to each audit report or review in writing within thirty (30) Calendar Days from receipt of such report or review, unless a shorter response time is specified in such report. Supplier and County shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report or review, and Supplier shall undertake remedial action in accordance with such action plan and the dates specified therein. If such remedial action relates to Supplier's failure to comply with a then-existing obligation of Supplier under this Agreement, as determined by County in its sole discretion, Supplier shall undertake such remedial action at its own expense.

29.8. Supplier Response to Government Audits

If an audit by a governmental body or regulatory authority having jurisdiction over County or Supplier results in a finding that Supplier is not in compliance with any generally accepted accounting principle or any Law relating to the performance of its obligations under this Agreement, Supplier shall, at its own expense and within the time period specified by such auditor, address and resolve the deficiencies identified by such governmental body or regulatory authority.

29.9. Internal Audits

In addition to the audits and reviews as set forth above, to the extent Supplier performs any assessment or an internally conducted audit of its business and operations to evaluate its compliance with County's Policies, Procedures, and Guidelines or Supplier's Service delivery or account management, Supplier shall provide County with a written report outlining the results of the audit or assessment.

29.10. Audit Costs

Subject to Section 29.7 (Supplier Response), Supplier and its Subcontractors and suppliers shall provide the Services described in this Section 29 (Audit, Inspection, and Examination of Records) at no additional charge to County.

30. BANKRUPTCY AND LIQUIDATION

In the event Supplier shall: (A) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (B) commence any case, proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (C) have had any such petition or application filed or any such case or proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which is not dismissed for a period of sixty (60) Calendar Days or more; (D) take any corporate action indicating its consent to, Approval of, otherwise approval of, or acquiescence in any such petition, application,

proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or, (E) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) Calendar Days or more causing Supplier or any third party, including a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:

- (A) In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Intellectual Property under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement. County shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
- (B) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Supplier or the bankruptcy trustee or receiver, Supplier or such bankruptcy trustee or receiver shall not interfere with the rights of County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Materials from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Materials to be available to County.
- (C) Supplier acknowledges and agrees that in the event of Supplier's bankruptcy:
 - (i) any and all property belonging to County of any nature whatsoever, including County Intellectual Property, County Custom Intellectual Property, County Data, and County Confidential Information, in Supplier's possession or under Supplier's control shall not constitute part of Supplier's estate in bankruptcy under Section 541 of the Bankruptcy Code; and,
 - (ii) in addition to any other rights and remedies of County as stated herein, to the maximum extent permitted by Law, County will have the immediate right to retain and take possession for safekeeping any and all property belonging to County of any nature whatsoever, including County Intellectual Property, County Custom Intellectual Property, County Data, and County Confidential Information, in Supplier's possession or under Supplier's control until such time as the trustee or receiver in bankruptcy can provide County with adequate assurances and evidence to County that all of County's property will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material, or filing. Supplier and County agree that without this material provision, County would not have entered into this Agreement.

31. ASSIGNMENT

31.1. Assignment by Supplier

- (A) Supplier shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the express prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 31.1 (Assignment by Supplier), County consent shall require a written amendment to the Agreement, which is formally Approved and executed by the Parties. Any payments by County to any Approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Supplier may have against County. All terms, covenants, and conditions under this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.

- (B) Any assumption, assignment, delegation, or takeover of any of the Supplier's duties, responsibilities, obligations, or performance of same by any Entity other than the Supplier, whether through assignment, Subcontract, delegation, merger, buyout, Change of Control, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written Approval, shall be a material breach of this Agreement which may result in the termination of this Agreement without liability, cost, fee, expense, or charge of any kind to the County. Notwithstanding the foregoing, shareholders or other equity holders of Supplier may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Supplier without breaching this Section 31.1 (Assignment by Supplier) provided such sale, transfer, exchange, assignment, or divestment does not result in a Change of Control.

31.2. Assignment by County

This Agreement may be assigned in whole or in part by County, without the further consent of Supplier, to a party which is not a competitor of Supplier and which agrees in writing to perform County's obligations under this Agreement.

32. SUBCONTRACTORS

32.1. Approval Required

In entering into this Agreement, County has relied on the reputation of, and on obtaining the personal performance of, Supplier itself. Consequently, no performance of this Agreement, or any portion thereof, shall be Subcontracted by Supplier without the prior written consent of the CIO or his or her designee, which may be granted in the CIO or his or her designee's sole and absolute discretion. Any attempt by Supplier to Subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement.

32.2. Request for Approval

If Supplier desires to Subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Supplier shall make a written request to County for the CIO or his or her designee's written Approval to enter into the particular Subcontract. Supplier's request to County shall include the following: (A) the reasons for the proposed Subcontract; (B) a detailed description of the work to be performed by the proposed Subcontractor; (C) identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected; and, (D) any other information, including but not limited to a Dunn & Bradstreet report or other financial information establishing the financial wherewithal of the Subcontractor reasonably requested by County. No change may be made to the Services performed by a particular Subcontractor, and no substitution, replacement, or change of Subcontractors may be made, without the advance written consent of the CIO or his or her designee, which may be granted in the CIO's or his or her designee's sole and absolute discretion.

32.3. Review of Request

County will review Supplier's request to Subcontract and determine, in its sole and absolute discretion, whether or not to consent to such request on a case-by-case basis.

32.4. Supplier Obligations Remain Unchanged

Supplier shall remain responsible to County for any and all performance required under this Agreement by Supplier or its Approved Subcontractors, including the obligation to properly supervise, coordinate, and perform all work required under the Services, and no Subcontract shall bind or purport to bind County or excuse Supplier of performance. Supplier shall be solely liable and responsible for any and all payments and other compensation to, and the performance of, all Subcontractors and their officers, employees,

agents, and independent contractors, and shall cause such payments and other compensation to be submitted to all Subcontractors on-time. All agreements between Supplier and any Subcontractors shall include provisions at least as favorable to County as those contained in this Agreement. Additionally, prior to performing any Services, each Subcontractor shall execute a confidentiality agreement in accordance with Section 28 (Confidentiality). Within thirty (30) Calendar Days after such agreement is executed, at County's request, Supplier shall provide County with a true and complete written copy (excluding relevant pricing information, Supplier Confidential Information, and any other confidential and proprietary information) of any agreement between Supplier and its Subcontractors that relates to performance under this Agreement.

32.4.1. Indemnity for Subcontractors

- (A) At Supplier's expense and as described herein, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs and expenses, of any kind or nature arising from or related to (a) Supplier's acts or omissions in connection with any Subcontractor, or (b) a Subcontractor's acts or omissions in connection with a Subcontractor of that Subcontractor (e.g., if Supplier Subcontracts to Acme Inc. and fails to pay Acme Inc., and Acme Inc. subcontracts to Beta Inc. and fails to pay Beta Inc., Supplier shall indemnify County for any suit brought by Acme Inc. or Beta Inc. against County for nonpayment. For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 32.4.1 (Indemnity for Subcontractors), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.
- (B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such claims, as well as any and all reasonable attorneys' fees and costs of investigation arising from such claims incurred by County or any other party indemnified under this Section 32.4.1 (Indemnity for Subcontractors) associated with such claim and incurred prior to Supplier's assumption of the defense against such claim.

32.5. Approval of Subcontractor Personnel; Termination

In the event County consents to any Subcontracting, such consent shall be subject to County's right to give prior and continuing Approval of any and all Subcontractor personnel providing services under such Subcontract. Supplier shall ensure that any Subcontractor personnel not reasonably Approved in writing by County shall be immediately removed from the provision of any services under the particular Subcontract or that other action is taken as requested by County.

Further, if County consents to any Subcontracting, such consent shall be subject to County's right to revoke such consent, in whole or in part, or require the removal of a Subcontractor, at any time upon written notice to Supplier upon the occurrence of a material breach of this Agreement or the relevant Subcontract, provided such breach is not cured within thirty (30) Calendar Days after such notice. Notwithstanding anything to the contrary contained in this Agreement, County shall not be liable or responsible in any way to Supplier, to any Subcontractor, or to any officers, employees, or agents of Supplier or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses,

including defense costs and legal, accounting, and other expert, consulting, and professional fees, in any way arising from or related to County's exercise of such rights.

32.6. Suspension/Debarment

Notwithstanding anything to the contrary set forth in this Agreement, Supplier shall not engage any Subcontractors that are now or hereafter debarred or suspended from performing services for County or the United States government.

32.7. Designated Subcontractors

From time-to-time, County may designate a third party supplier with which it wishes Supplier to Subcontract for the performance of certain Services (a "**Designated Subcontractor**"). In such event, the Parties shall proceed as follows:

- (A) County shall give Supplier a reasonable opportunity to evaluate the qualifications, experience, and capabilities of any Designated Subcontractor and to approve or disapprove the use of such Designated Subcontractor. Supplier shall not unreasonably delay or withhold its approval of any Designated Subcontractor proposed by County. Except as provided in Section 32.7(B) (Designated Subcontractors) below, the only permissible basis for Supplier disapproval shall be Supplier's good faith belief that (i) use of the proposed Designated Subcontractor is likely to have a material adverse impact on Supplier's ability to meet its Service Level Requirements or other obligations under this Agreement, (ii) the Designated Subcontractor is unqualified, insufficiently experienced, economically unstable, or incapable of performing in a timely manner a material portion of the Services proposed to be performed by it, or (iii) terms and conditions reasonably acceptable to Supplier cannot be negotiated with the Designated Subcontractor. Unless otherwise agreed, a Designated Subcontractor proposed by County shall be deemed approved if not disapproved in writing by Supplier within five (5) Business Days after Supplier's receipt of County's notice of designation; provided that, Supplier shall use best efforts to respond more quickly if requested to do so by County due to exigent circumstances, and provided further that Supplier shall be permitted up to five (5) additional Business Days if it is not able to respond using all best efforts within the initial five (5) Business Day period or if Supplier is proposing alternative Service Level Requirements or contract provisions as part of its disapproval.
- (B) Supplier shall not be required to use a Designated Subcontractor if doing so would cause Supplier to breach its contractual obligations under an existing Subcontract that is not terminable without financial penalty on reasonable notice. In addition, if the proposed charges of the Designated Subcontractor for the Services in question are, in the aggregate, greater than the charges Supplier is then paying to an existing Subcontractor for such Services, County shall reimburse Supplier for the difference between the amount actually paid to the Designated Subcontractor and the amount it would have paid to the displaced Subcontractor for the performance of the same Service; provided that, Supplier shall notify County of the difference in charges and obtain County's Approval prior to engaging the Designated Subcontractor. If the proposed charges of the Designated Subcontractor are, in the aggregate, less than the charges Supplier is then paying to an existing Subcontractor for such Services, Supplier shall reduce its Charges to County by one-half (1/2) of the difference between the amount actually paid to the Designated Subcontractor and the amount it would have paid to the displaced Subcontractor for the performance of the same Service.
- (C) If Supplier disapproves any proposed Designated Subcontractor, it shall deliver to County written notice of its disapproval identifying with specificity: (i) the basis for such disapproval; (ii) the performance or contractual obligations with which Supplier will not be able to comply if such Designated Subcontractor is used; (iii) the affected Services and/or Locations; (iv) the identifiable

risks related to using such Designated Subcontractor; and, (v) the alternative performance or contractual obligations, if any, with which Supplier is willing to comply if it is required to use such Designated Subcontractor.

- (D) If Supplier disapproves any Designated Subcontractor, County shall have the right to terminate the affected Services without any liability, cost, fee, expense, or charge of any kind, and obtain such services from the Designated Subcontractor under a separate contract. If, despite Supplier's disapproval, County elects to require Supplier to use such Designated Subcontractor, Supplier shall be relieved of responsibility for the performance or contractual obligation(s) identified in its written notice of disapproval as they relate to the Services and/or Services Locations defined therein; provided that Supplier shall be responsible for any alternative performance or contractual obligations identified by Supplier in connection therewith.

33. DEMONSTRATIONS AND PROMOTIONS

33.1. Promotions Referring to County

Supplier agrees that County shall be entitled to review and Approve any and all promotional materials or publications that contain a reference to County as contemplated herein before publication or distribution of same. No public disclosures by Supplier relating to this Agreement, except for internal announcements or disclosures required to meet legal or regulatory requirements, shall be made without the prior written approval of authorized representatives of the other Party.

33.2. Demonstration and Promotions Not Warranties

In no event shall any demonstration or any promotional materials constitute an endorsement, representation, or warranty, express or implied, by County. In the event of a dispute between County and Supplier, County's agreement to participate in promotions and demonstrations under this Section 33 (Demonstrations and Promotions) and all statements made by County in connection with such activities shall not be deemed an admission or declaration against interest of County in any trial or dispute resolution proceeding between the Parties.

33.3. Prohibited Persons and Entities

All Supplier Personnel performing the Services, regardless of their location, shall be validated by Supplier upon assignment to not have been on any list published and maintained by the government of the United States of Persons or Entities with whom and U.S. Person or Entity is prohibited from conducting business with. Presently, the lists of such Persons or Entities include the following Web sites: (i) Denied Persons List on the Bureau of Industry and Security at <http://www.bis.doc.gov/dpl/default.shtm>, and (ii) the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the U.S. Department of the Treasury at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.html>. If either Party becomes aware of any Supplier Personnel involved in providing Services being included in the list of prohibited Persons or Entities, Supplier shall promptly remove such personnel from the provision of Services under this Agreement. Supplier shall conduct a quarterly review of the lists mentioned above and shall provide County with the results of such reviews. Supplier shall report to County immediately if the name of any Supplier Personnel is placed on any list published by the government of the United States of Persons or Entities with whom any U.S. Person is prohibited from conducting business with and shall immediately, at Supplier's sole cost and expense, remove such personnel from performing any of the Services. Any such personnel so removed shall be replaced by Supplier with a qualified Person whose names do not appear on any such lists as soon as possible after any such removal.

34. INTERNAL DISPUTE RESOLUTION

34.1. Intent

The Parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner and in accordance with the Requirements of this Section 34 (Internal Dispute Resolution). Only disputes within the scope of this Agreement are subject to this Section 34 (Internal Dispute Resolution). All disputes raised by either Party for resolution under this Section 34 (Internal Dispute Resolution) shall be documented in writing by each Party and shall state the specifics of each alleged dispute, all actions taken to resolve the dispute, and the Agreement provisions supporting the Party's position. If the lead operational executive of either Party receives a documented dispute as provided in this Section 34 (Internal Dispute Resolution) from the other Party, and does not respond within ten (10) days of receipt of such documented dispute, the provisions of this Section 34 (Internal Dispute Resolution) shall be deemed to have been met. However, nothing in this Section 34 (Internal Dispute Resolution) or Exhibit G (Governance Model) shall preclude the Parties from exercising their termination rights pursuant to Section 25 (Termination). The cost of internal dispute resolution shall be shared equally by the Parties. Each Party shall bear its own attorney's fees and costs in connection with the internal dispute resolution process; except, to the extent the Parties otherwise agree in writing to incur certain costs to support the internal dispute resolution process, such costs shall be shared equally by the Parties.

34.2. Dispute Resolution Mandatory

The dispute resolution process provided in this Section 34 (Internal Dispute Resolution) and Exhibit G (Governance Model) is a prerequisite to the exercise of any judicial remedies available to the Parties (including any claim for breach of contract pursuant to Section 25.2 (Termination for Cause by County) or Section 25.3 (Termination for Cause by Supplier)), except in cases where (A) a Party is seeking injunctive or other equitable relief in accordance with Section 35 (Injunctive Relief); (B) the County's operations are materially impacted or threatened to be materially impacted; or, (C) the health or safety of the County's population warrants, in the County's sole discretion as determined by the County's CIO in consultation with County Counsel, proceeding with other judicial, contractual, or other remedies without first attempting Internal Dispute Resolution.

34.3. No Termination or Suspension of Services

Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the Parties, and regardless of whether it requires at any time the use of any dispute resolution procedures in this Section 34 (Internal Dispute Resolution) or otherwise established by the Parties in writing, or the exercise of Section 20.6 (Withhold Remedy), in no event nor for any reason shall Supplier, during the Term of the Agreement or during the Termination Transition Period, suspend or otherwise interrupt the provision of Services to the County, interrupt any obligations of or related to Termination Assistance Services, disable any Assets used to provide Services, or perform any other action that prevents, impedes, or reduces in any way the provision of Services or the County's ability to conduct its activities, unless: (A) authority to do so is granted by the CIO (or his or her designee) in writing or conferred by a court of competent jurisdiction; or, (B) the Term of this Agreement has been terminated or has expired pursuant to Section 25 (Termination) hereof and Termination Assistance Services satisfactory to the County has been completed and the CIO (or his or her designee) has provided written notice thereof.

34.4. Applicability to Disputes with Third Party Vendors

At no extra cost to County, Supplier agrees that on County's written request, it will participate in dispute resolution in accordance with this Section 34 (Internal Dispute Resolution) and Exhibit G (Governance

Model) with County and County Third Party Vendors to resolve any disputes between or among County, Supplier, and such County Third Party Vendors as to responsibility by any particular Third Party Vendor for issues arising from warranty and other information system performance obligations to the extent related to the Services.

34.5. De Minimis Disputes

Notwithstanding anything to the contrary provided in this Section 34, except for Section 34.6 (BAU vs NRI Disputes), or elsewhere in this Agreement, if: (A) the County requests services, products, or resources from Supplier and the Parties disagree as to whether Supplier is obligated to provide such services, products, or resources as part of the Services (that is, a dispute as to whether the Services, products, or resources are to be performed as a BAU Service, NRI Service, or a combination of the two Services); and, (B) the financial impact on Supplier of satisfying such request, when aggregated with all other requests disputed and subject to this Section 34.5 (De Minimis Disputes) in an applicable Contract Year, is less than two hundred thousand dollars (\$200,000.00), then the disagreement shall not be deemed a dispute under this Section 34.5 (De Minimis Disputes), and absent mutual agreement of the Parties, shall be deemed resolved in the County's favor; provided that the County provides to the Supplier a written notice expressly exercising its rights under this Section 34.5 (De Minimis Disputes).

34.6. BAU vs NRI Disputes

Prior to County exercising its rights under Section 34.5 (De Minimis Disputes) for disputes as to whether proposed work is included within the Business As Usual Services (BAU) or is Optional Work (NRI), Supplier shall document, in writing, within five (5) Business Days of County notifying Supplier by email that there is a dispute under this Section 34.6, their position as to why the proposed work is NRI instead of BAU. If Supplier misses the said five (5) Business Day deadline, the dispute will be automatically escalated to the County CIO and SAIC Vice President of Operations for mutual review and shall follow the process as outlined thereafter. Such documentation shall include references to the appropriate contractual language that supports Supplier's position. The County shall then have five (5) Business Days to prepare its own documentation as to why the proposed work is BAU. The County shall include references to the appropriate contractual language that supports the County's position. Once the County's documentation is received, the dispute will be escalated to the lead operational executives of the Parties who shall meet to resolve the dispute within five (5) Business Days. If no agreement is reached the dispute shall be escalated to the County CIO and SAIC Vice President of Operations for mutual review. The County CIO and SAIC Vice President of Operation will then have ten (10) Business Days to come to a mutual agreement as to whether the proposed work is BAU, NRI, partially BAU/NRI, and/or agree that Supplier shall perform such Services at Supplier's cost plus a seven percent (7%) markup ("**Supplier's Cost**") as documented in a fixed price Work Order Approved by County. If no agreement is forthcoming, the dispute will be deemed a dispute under Section 34.5 and such proposed work shall be completed as BAU pursuant to Section 2.12.5 (No Charge Work Order), which will include a mutually agreed to schedule and financial impact on Supplier.

35. INJUNCTIVE RELIEF

Notwithstanding the requirement of Section 34.2 (Dispute Resolution Mandatory), either Party may seek and obtain immediate injunctive relief if it makes a good faith determination that a breach is such that the damages to the Party resulting from the breach will be so immediate, so large, or so severe, and so incapable of adequate redress after the fact, that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

36. STEP-IN

If Supplier fails to comply with an obligation under this Agreement that has a significant impact on a material portion of the operations of the County and Supplier does not commence curing such failure within twenty-four (24) hours after notice by County, or is unable to cure such failure within the longer of the applicable cure period provided hereunder and five (5) Calendar Days, then the County may, in addition to its other remedies at law and in equity, obtain from a third party or provide itself services that will allow the County to conduct operations until Supplier has cured the failure or this Agreement is terminated in accordance with the terms of this Agreement. Supplier shall reimburse the County for all costs and expenses of obtaining or providing such services for up to ninety (90) Calendar Days. Provided Supplier makes such reimbursements to County, County shall continue to pay amounts due and owing to Supplier under the terms of this Agreement. If Supplier fails to make such reimbursement, County will apply such amount as a Charge Reduction as provided in this Agreement. If Supplier is not able to restore such Services within the longer of the applicable cure period provided hereunder and thirty (30) Calendar Days, the County may terminate this Agreement with no costs, fees, charges, obligations, expenses, or liability to County.

37. INTERIM REMEDIES

The Agreement utilizes a number of “interim remedies,” including Root Cause Analyses, Service Level Requirements, Charge Reductions, withholding, and dispute resolution, to assist the Parties in effectively addressing performance issues that may arise during the Term. County deems the various remedies as essential tools to its management of the Agreement. Nevertheless, Supplier’s effective ongoing high-quality performance is the critical behavior such remedies are designed to achieve. Consequently, recognizing that circumstances may arise in which the imposition of the interim remedies as structured may not fairly reflect corrective and other efforts made by Supplier, subject to Section 40.18 (Waiver) of the Agreement, the CIO (or his or her designee), may, at his or her sole discretion waive, in an individual occurrence, County’s right to use such interim remedies, provided the waiver (1) will result in a benefit (intangible or tangible) to the County that is greater than the right waived; (2) is in the County’s best interest; and (3) the total amount of Charge Reductions or value of other interim remedies waived does not exceed fifty thousand dollars (\$50,000) per Contract Year. Factors that may be considered by County in assessing whether to waive an interim remedy include: (a) Supplier’s proactive involvement in identifying an issue before operational impacts are manifested; (b) the timing, quality, and accuracy of communications from Supplier relating to an issue; (c) the speed with which corrective actions are taken and the issue is fixed; (d) the quality of Supplier’s Root Cause Analysis and the likelihood that appropriate steps have been taken to prevent a reoccurrence of the issue; (e) the quality of Supplier’s overall performance at the time the remedy right accrues and during the Term; (f) the circumstances underlying and cause of the event giving rise to the interim remedy; and (f) such other factors as the County or CIO determines are relevant to assessing the quality of Supplier’s performance as it impacts the use of an interim remedy.

38. CHOICE OF LAW, VENUE, AND JURISDICTION

38.1. Choice of Law

This Agreement has been negotiated and executed in the state of California, and this Agreement and all performance under it shall be governed by and construed in accordance with the laws of the State of California, without the application of its conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the

Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

38.2. Venue and Jurisdiction

The Parties agree that the sole and exclusive venue of all actions and proceedings arising in connection with this Agreement shall be a court of competent jurisdiction located in Orange County, California, and all such actions and proceeding shall be tried and litigated exclusively in the state or federal (if permitted by Law and a Party elects to file an action in federal court) courts located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 38.2 (Venue and Jurisdiction). Each Party waives any right it may have to (A) assert the doctrine of forum non conveniens or similar doctrine, (B) object to venue with respect to any proceeding brought in accordance with this Section 38.2 (Venue and Jurisdiction), or (C) otherwise request that an action be transferred for adjudication to another county. Notwithstanding the foregoing, if any action or proceeding outside of the state or federal courts in Orange County, California is necessary to collect or enforce any order, injunction, award, or judgment of the United States court, there shall be no contractual restriction on the jurisdiction or venue for such action or proceeding.

39. NOTICES

Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing (A) by personal delivery, (B) by electronic facsimile or electronic mail with confirmation receipt by the receiving Party requested, (C) by bonded courier or by a nationally recognized overnight delivery company; or, (D) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 39 (Notices)):

To County:

Chief Information Officer
Orange County Information Technology
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Attention: KC Roestenberg
Telephone: (714) 567-5075
Email: KC.Roestenberg@ocit.ocgov.com

Personal Service to the Clerk of the Board of Supervisors of the County of Orange is required for all legal process service on County:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., Sixth Floor
Santa Ana, CA 92701

To Supplier:

Science Applications International Corporation
Attention: Vincent R. Magaña
4065 Hancock Street
San Diego, CA 92110
Telephone: (858) 826-2058
Email: Vincent.R.Magana@saic.com

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, upon delivery by electronic mail, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company, or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

40. MISCELLANEOUS

40.1. Independent Contractor

This Agreement shall not be construed to constitute either Party as a representative, agent, employee, partner, or joint venturer of the other Party. Supplier shall be an independent contractor for the performance under this Agreement. Neither Party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other, nor to bind or commit the other in any manner, except as provided in Section 6 (Relationship Management) or otherwise set forth under this Agreement. Supplier Personnel who provide Services pursuant to this Agreement or who are located on a County Location shall remain employees of Supplier, and Supplier shall have sole responsibility for such employees including responsibility for payment of compensation to such personnel and for injury to them in the course of their employment other than that caused by County's tortious conduct. Supplier shall be responsible for all aspects of labor relations with such employees including their hiring, supervision, evaluation, discipline, firing, wages, benefits, overtime, and job and shift assignments, and all other terms and conditions of their employment, and County shall have no responsibility therefor. At Supplier's expense as described herein, Supplier agrees to (A) indemnify, (B) defend with counsel Approved in writing by County, and (C) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs, and expenses, of any kind or nature arising out of, or in connection with Supplier's alleged failure to pay, when due, all such taxes and obligations (collectively, "**Employment Claims**"). For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such Employment Claims, as well as any and all reasonable attorneys' fees and costs of investigation arising from such Employment Claims incurred by County or any other party indemnified under this Section 40.1 (Independent Contractor) associated with such Employment Claims and incurred prior to Supplier's assumption of the defense against any Employment Claims.

40.2. Non-Solicitation of Personnel

Except as otherwise expressly provided in this Agreement, during the Term and for the first twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld), directly or indirectly solicit, entice, encourage, or otherwise recruit any employee of such other Party whose duties and responsibilities include performing services directly or indirectly connected with performance under this Agreement to leave such other Party's employ in order to accept employment or other engagement with the soliciting Party, its Affiliates, actual or prospective contractors, or any other Person. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement shall not prohibit solicitations by either Party through general advertising or other publications of general circulation. In no way is this Section 40.2 (Non-Solicitation of Personnel) intended, nor shall it be deemed, to restrict or limit any individual's right to seek employment, but rather this Section 40.2 (Non-Solicitation of Personnel) is intended to, and shall, prevent each Party from actively recruiting the employees of the other Party (except as provided in this Agreement), thereby depriving such other Party of vital resources, in the securing, development, training, and deployment of whom it has expended considerable time and resources. In addition, upon the CIO or his or her designee's request, Supplier agrees that from time-to-time it will interview and consider whether specifically identified County

employees having experience providing IT services to County which experience is within the scope of Services provided by Supplier herein, has the requisite skills and experience, as specified in Suppliers judgment and in accordance with its policies and procedures, for consideration of potential employment with Supplier.

40.3. Liens

Supplier agrees to keep County, the Authorized Users, all of the real and personal property of County, and the Services free and clear of all liens, encumbrances, and lien claims. Should any lien, encumbrance, or lien claim be asserted for any reason, County may, at its sole discretion (A) pay the amount of such lien, encumbrance, or lien claim, (B) deduct such amounts from payments due to Supplier, or (C) require Supplier to obtain a properly executed release of the lien or encumbrance satisfactory to County.

40.4. Force Majeure Events

If a Force Majeure Event is the material contributing cause of a Party's failure to perform any of its obligations hereunder, such obligations, after notification by such Party to the other Party, shall be deemed suspended to the extent such obligations are affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects thereof has passed, except that if a Force Majeure Event results in Supplier being unable to perform during any period of time some or all of the Services in accordance with the terms hereof, County: (A) shall not be required to pay for any such unperformed Services; (B) shall be entitled, without the payment of Charges, fees, costs, expenses, or charges of any kind, to engage an alternate provider, on an interim basis, to perform the Services that Supplier is unable to perform as a result of the Force Majeure Event, until such time as Supplier is able again to perform the Services in accordance with the terms hereof. Both Parties shall use commercially reasonable efforts to minimize delays and mitigate adverse circumstances that occur due to a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not relieve or excuse Supplier from its obligations hereunder: (A) in the event that such obligations are not directly affected by such Force Majeure Event; (B) in the event that Supplier's failure to perform its obligations could have been prevented by testing that could have reasonably foreseen such failure, reasonable work-around, other exercise of reasonable diligence or the use of technology common and prevalent in the industry; or, (C) to the extent that the Force Majeure Event is caused by Supplier's or its Subcontractors' failure to perform their Disaster Recovery Plan obligations in accordance with this Agreement. In the event that Supplier experiences a Force Majeure Event that causes a delay or interruption in its performance of a significant or substantial portion of the Services that exceeds fifteen (15) consecutive Calendar Days in duration, County may terminate the delayed or interrupted Services or, in the event said Services represent a material portion of all of the Services, County may terminate the Term of this Agreement.

40.5. Political Activities Prohibited

None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Supplier shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided there under shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

40.6. Lobbying

Supplier agrees to comply with the lobbying Laws and policies applicable to County and to assure that its officers and employees comply before any appearance before the County of Orange's Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda

purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.

40.7. Governmental Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that County shall not be construed to have waived any rights or defenses of governmental immunity that it may have with respect to all matters arising out of this Agreement.

40.8. Civil Rights and Equal Employment

Supplier shall comply with Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; Title VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1975, as amended; Title I and II of the Americans with Disabilities Act of 1990, as amended; California Administrative Code, Title 2, Division 4; California Government Code, Article 9.5, Sections 11135, et seq.; U.S. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60); and, other current and future federal and state Laws prohibiting discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation. All programs, activities, employment opportunities, and services of Supplier must be made available to all Persons, including Persons with disabilities.

Regarding handicapped Persons, Supplier will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Supplier agrees to provide equal opportunity to handicapped Persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices, including employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. In accordance with this Section 40.8 (Civil Rights and Equal Employment), Supplier agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

40.9. Incorporation of Certain Policies

The following California Law Enforcement Telecommunications System ("CLETS") documents are hereby incorporated by reference into this Agreement: (A) California Law Enforcement Telecommunications System (CLETS) Policies, Procedures, Guidelines, and Statutes, Rev 11/99, and further revisions as necessary; and, (B) CLETS Computer Interface Rules and Requirements, Rev 09/95, and further revisions as necessary. Supplier shall comply with the applicable provisions of the CLETS documents, and shall ensure that all Persons having access to the CLETS system as defined by the CLETS documents shall have first obtained the required background investigation and clearance, as conducted and approved by the Orange County Sheriff. Supplier acknowledges and agrees that the operation, policy, planning, and training for the CLETS system shall be subject to the oversight and authority of the Sheriff. In cases of alleged violation of CLETS Policies, Procedures, and Guidelines, appropriate corrective actions, if any, will be coordinated with the Sheriff and County to ensure appropriate disciplinary action is taken, as mutually agreed. Any amendments to the terms and conditions of this Agreement relating to CLETS system shall be coordinated with the Sheriff, and shall not be effective without the approval and signature of the Sheriff.

The following Criminal Justice Information Services (“**CJIS**”) document is hereby incorporated by reference into this Agreement: Criminal Justice Information Services (CJIS) Security Policy, Version 5.9, 06/01/2020, CJISD-ITS-DOC-08140-5.9, and further revisions as necessary. Supplier shall comply with the applicable provisions of the CJIS document, and shall ensure that all Persons having access to the CJIS system as defined by the CJIS documents shall have first obtained the required background investigation and clearance, as conducted and approved by the Orange County Sheriff. Supplier acknowledges and agrees that the operation, policy, planning, and training for the CJIS system shall be subject to the oversight and authority of the Sheriff. In cases of alleged violation of CLETS Policies, Procedures, and Guidelines, appropriate corrective actions, if any, will be coordinated with the Sheriff and County to ensure appropriate disciplinary action is taken, as mutually agreed.

40.10. Electronic Transfer of Intellectual Property

To the extent practicable, all Intellectual Property shall be delivered to County by electronic transmission.

40.11. Delegated Authority

Under this Agreement, the CIO and his or her designees have the full authority of County to act, in accordance with County Policies, Procedures, and Guidelines and applicable Laws, in all matters of governance, management, and administration of this Agreement, and to take the actions, either personally or through her or his designee, to act on such matters requiring County Approval that are set forth in this Agreement, and to execute Type 1 Work Orders for Non-Recurring Initiatives and other Optional Work under Section 2.12 (Optional Work) of the Agreement, all subject to the Reserved Dollars and Contract Sum. The CIO’s delegated authority includes the right to waive interim remedies, including Charge Reductions, as provided for in Section 37 (Interim Remedies) of this Agreement, and to Approve unit prices and rates for Type 1 Work Orders in accordance with Exhibit P (Pricing) Section 7 (Optional Work). For the avoidance of doubt (1) as set forth in Section 2.12 (Optional Work), the County’s CIO is not authorized to execute any Type 2 Work Order or Amendment to this Agreement for the purchase of Optional Work without the explicit Approval of the County’s Board of Supervisors for such Type 2 Work Order or Amendment; and (2) all Amendments to this Agreement require Approval by the Board of Supervisors.

40.12. No Third Party Beneficiaries

This Agreement, including Exhibit I (Business Associate Agreement), any Work Order, and all Exhibits and attachments hereto, is an agreement between County and Supplier, and (A) confers no rights upon any of the Parties’ employees, agents, contractors, or Subcontractors; and, (B) precludes any actions or claims against, or rights of recovery from, any Person not a Party hereto.

40.13. Conflict Between Agreement and Exhibits

- (A) Exhibits A.1 (Integrated Requirements FSA) through Y (Approved Subcontractors) are referred to individually and collectively as the “**Exhibits**,” and are attached to, incorporated herein by reference, and form a part of this Agreement. Each of the Schedules attached to the Exhibits are also incorporated herein by reference, and form a part of this Agreement.
- (B) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement, the Exhibits and Schedules, between Exhibits, or between Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits and Schedules according to the following priority:
 - (i) Exhibit X (Definitions);

- (ii) Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA), A.3 (Voice Communication FSA), and A.4 (Security Operations Center FSA), and any other Functional Service Area;
- (iii) Exhibits P (Pricing), P.1 (Payments Tables), P.2 (Pricing Limits), P.3 (Resource Unit Pricing), P.4 (Supplier Rate Card), P.5 (Use Reconciliation), P.6 (Year to Year Price and Performance Improvements), P.7 (Sheriff Voice Refresh Pricing), P.8 (Detailed Transition-In Pricing), and any other pricing Exhibit;
- (iv) Exhibits H (Service Level Requirements) and H.1 (Service Level Requirements Table)
- (v) Exhibits T (Transition-In) and T.1 (Transition Requirements);
- (vi) Work Orders; and
- (vii) Exhibit Z (County Approval Requirements).

40.14. Agreement Drafted By All Parties

This Agreement is the result of arm's length negotiations between representatives of both Parties that are sophisticated and knowledgeable in the matters dealt with herein, and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any Person representing them, or both. Accordingly, any rule or Law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party shall be solely responsible for all expenses paid or incurred by it in connection with the planning, preparation, negotiation, and consummation of this Agreement.

40.15. Terminology

All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

40.16. Section Headings

The Section headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

40.17. Appointment of Agent for Service of Process

During the Term of this Agreement and for a period of two (2) years thereafter, Supplier shall maintain for each Affiliate rendering Services under this Agreement registered agents authorized to receive service of process within the State of California, and shall provide the name and street address of such registered agents to County within thirty (30) Calendar Days after the Reference Date and any Change during the Term.

40.18. Waiver

All waivers under this Agreement shall be in writing in order to be effective. No waiver by a Party of any provision of this Agreement or waiver of any warranty, representation, or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation, remedy or provision (whether preceding or succeeding, and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any, warranty, representation, remedy or other provision, whether or not the Party accepting performance knows of such breach at the time of acceptance. No failure or delay by a Party to exercise any right or remedy that it may have under this Agreement, at law or in equity shall operate as a waiver or modification of this Agreement or shall prevent the exercise of any right or remedy of such Party under this Agreement, at law or in equity.

40.19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties and the Parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the Parties underlying the severed provision but that will be valid, legal, and enforceable.

40.20. Entire Agreement

This Agreement, including the Exhibits and Schedules, constitutes the entire understanding and agreement between the Parties with respect to the transactions and other matters contemplated herein, and supersedes all prior or contemporaneous oral and written communications with respect to the subject matter hereof, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein or referred to herein. No usage of trade, or other regular practice or method of dealing between the Parties or others, may be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement. Unless a written amendment to the Agreement is formally Approved and executed by County, no exceptions, alternatives, substitutes, or revisions are valid or binding on County, and electronic acceptance of any additional terms, conditions, or supplemental agreements by any County Personnel, including but not limited to installers of software, shall not be valid or binding on County. Each Party agrees to execute and deliver any and all additional documents and instruments, and take all other actions that may be necessary to give effect to this Agreement and the transactions contemplated hereby.

40.21. Amendment of Agreement

No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by authorized representatives of Supplier and County (with respect to County, the Board of Supervisors), and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties. If either Party desires to amend this Agreement, the requesting Party shall deliver to the other Party (if to County, the County IT Services Governance Manager; if to Supplier, the Supplier Program Manager) a written request for an amendment specifying the requested amendment with sufficient details to enable the other Party to reasonably evaluate it.

40.22. County Wage Rate Requirement

To the extent applicable to any work conducted at a County Location, pursuant to the provisions of Section 1773 of the Labor Code of the state of California, Supplier shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute the Services. The rates are available from the Director of the Department of Industrial Relations at the following website:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Supplier shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

40.23. County Public Works Requirements

40.23.1. Contracting Requirements

This is not an agreement for “Public Works” as that term is defined under California law (“**Public Works**”). Notwithstanding the foregoing, if any Services under this Agreement are deemed or determined to be Public Works, Supplier shall comply with all Laws governing Public Works. Supplier understands and agrees that all building improvements or modifications falling under the definition of Public Works shall be subject to California public contracting requirements including, but not limited to, bidding, bonding, payment of prevailing wages, and contract award, and if it is deemed or determined that any Services Supplier is providing under this Agreement are Public Works, Supplier is to take such actions as are needed to comply with all Public Works Laws at no additional Charges, costs, expenses, or liabilities of any kind to County. For reference purposes only, and not as a representation of all Public Works Laws, Supplier is responsible for compliance with, among others, the following Public Works Laws: California Labor Code, Sections 1770-1777, 1810-1815, and 3700; California Public Contract Code, Sections 3400, 4107, 7100-7107, 10220-10233, 20123.5, 20128.5, 22032, 22039, and 22040; and Codified Ordinances of the County of Orange Title 1, Division 8.

40.24. Limitation of Future Contracts

The Parties acknowledge and agree that Supplier may be restricted in its future contracting with County in accordance with applicable Laws and regulations or other requirements imposed by or on County from time-to-time (e.g., Supplier may not bid on a solicitation for which Supplier developed or helped develop the County’s requirements for such solicitation). Subject to such possible restrictions, Supplier shall be free to compete for future business with County on an equal basis with other service providers.

40.25. Attorneys’ Fees

In any action or proceeding to enforce or interpret any provisions of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney’s fees, costs, and expenses.

40.26. Covenant Against Pledging

Supplier agrees that, without the prior written consent of County, it shall not assign, transfer, pledge, hypothecate, or otherwise encumber its rights to receive payments from County under this Agreement for any reason whatsoever.

40.27. Cooperation and Correction

If, during the period between the Reference Date and the Commencement Date, the Parties determine and agree that an error has been made in the preparation of this Agreement, including any Exhibit or Schedule, the Parties shall cooperate in amending this Agreement to correct such error.

40.28. Counterparts

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both Parties, shall be an original and both such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each Party’s designated signatory.

40.29. Survival

The following provisions shall survive the termination or expiration of this Agreement: Sections 2.3 (Functional Service Areas), 2.5 (Equipment and Software Services), 2.6 (Replacement Services), 2.9 (Licenses and Permits), 2.12 (Optional Work), 2.13 (Errors and Omissions), 2.15 (Holdbacks), 3 (Unapproved Work), 4 (Service Level Requirements and Critical Milestones), 7 (Locations), 9 (Communication Systems and Access to Information), 10 (Non-Exclusive Relationship), 11.2 (Interfering Acts), 12.3 (Conduct of Supplier Personnel), 12.4 (Drug and Alcohol Free Workplace), 12.5 (Employee Qualification and Verification), 12.6 (Employee Eligibility Verification), 12.7 (Reference Checks), 12.8 (Background Investigation), 12.9 (Non-Discrimination), 12.10 (Specialized Personnel), 12.11 (Training), 13 (Management and Control), 16 (Software, Documentation, and Intellectual Property), 16.2 (County Owned Intellectual Capital), 16.3 (Supplier Embedded Items and Supplier Modified Items), 16.4 (Supplier Proprietary Software and Third Party Software), 16.5 (Supplier Proprietary Documentation and Supplier Third Party Documentation), 16.6 (Supplier Proprietary Intellectual Property and Supplier Third Party Intellectual Property), 16.7 (Supplier Reference Intellectual Property), 16.8 (Works Made for Hire), 17.1(B), 17.2 (Quiet Enjoyment), 17.3 (Supplier's Proprietary Rights Indemnity), 19 (Installation and Acceptance Tests), 20 (Pricing), 21 (Invoices and Payment), 22 (Limitations of Liability), 23 (Supplier's Representations, Warranties, and Covenants), 24 (Warranty Disclaimer), 25.11 (Termination Assistance), 25.12 (Payment of Charges), 25.13 (Cumulative Remedies), 25.14 (Stop Order), 25.15 (Reprocurement Costs), 26 (Termination and Expiration Assistance Services), 27 (Insurance and Indemnity), 28 (Confidentiality), 29.10 (Audit Costs), 30 (Bankruptcy and Liquidation), 31 (Assignment), 32 (Subcontractors), 33 (Demonstrations and Promotions), 34 (Internal Dispute Resolution), 35 (Injunctive Relief), 37 (Interim Remedies), 38 (Choice of Law, Venue, and Jurisdiction), 39 (Notices), and 40 (Miscellaneous); Exhibit S (Termination Transition Requirements); and Exhibit X (Definitions).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Reference Date.

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION*

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

* If a corporation, this Agreement must be signed by two (2) corporate officers. The first signature must be provided by the Chairman of the Board, President, or any Vice President, and the second signature must be provided by the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

_____ Date	_____ County Chief Information Officer
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**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

_____ Deputy County Counsel
_____ Date



EXHIBIT A.2 (CONVERGED NETWORK FSA) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

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EXHIBIT A.2**CONVERGED NETWORK FSA**

This Exhibit A.2 (Converged Network FSA) (sometimes referred to in this document as this “**FSA**” or “**Converged Network FSA**”) is an attachment and addition to the Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between the County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this FSA, the terms of the Agreement shall prevail and nothing in this FSA shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or Amendments and the provisions of the Agreement which they modify or amend are specifically identified in this FSA and are Approved. This FSA includes any attachments hereto. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement or in Exhibit X (Definitions).

1. CONVERGED NETWORK MANAGEMENT SERVICES OVERVIEW

This FSA sets forth the roles and responsibilities of Supplier for the Converged Network Management Services provided by Supplier to County under the Agreement as part of the Services. The “**Converged Network Management Services**” that Supplier shall provide to County as of the Reference Date are the end-to-end full Management responsibilities required to provide and support County’s data, Voice, computer, telecommunications, business partner (e.g., Third Party Vendor, OEMs, tier 1, and other business partners), and all other converged Network connections and environments that transport data traffic related to County and Third Party Vendor applications, including County’s then-current financial and business applications, web applications, video and associated video applications (e.g., future video conferencing, and weekly Board meetings), and Voice system traffic (collectively, the “**Converged Network**”). The Converged Network Management Services described herein apply generally to all Services provided by Supplier to County pursuant to the Agreement and shall be provided utilizing Supplier’s Best Practices. As to this FSA, all elements, obligations, provisions, and Requirements of Exhibit A.1 (Integrated Requirements FSA) are incorporated in whole into this FSA.

Supplier’s responsibilities for performing Converged Network Management Services include design, Implementation and Migration, and testing according to County requirements, architecture, and standards, completing Service Requests, Converged Network administration, troubleshooting, and proactive Management (e.g., Incident and Problem Management Services) of the County’s Converged Network environment, as well as the enablement of Services, including:

- (A) Operate, Manage, and Maintain Circuit administration of County’s Wide Area Network;
- (B) Operate, Manage, and Maintain County-provided fiber;
- (C) Coordinate and Manage Third Party Vendor connectivity (e.g., state consortium systems and exchanges);
- (D) Manage, Operate, and Maintain wired and wireless Local Area Networks, new location assessments, and heat map generation;
- (E) Implement, Manage, Operate, and Maintain County-Approved IP addressing schemas, and Manage QoS and CoS;
- (F) Manage and Maintain Network operations;
- (G) Manage, Operate, and Maintain Network test environments for all Network Components;

- (H) Manage, Operate, and Maintain Internet connectivity;
- (I) Implement, Manage, Operate, and Maintain monitoring and administrative tools supporting the Services; and
- (J) Manage and Maintain County Data Center Converged Network infrastructure.

The responsibility matrix set forth in Exhibit D (Functional Service Area Matrix) represents the Eligible Customers that shall be supported by Supplier as part of the Services.

Throughout the Term, Supplier shall perform Converged Network Management Services to support changing County business, regulatory, and technical requirements. Supplier shall Implement, Manage, Operate, and Maintain any and all new technology, configurations, and solutions required by County in accordance with County requirements and standards.

2. CONVERGED NETWORK MANAGEMENT SERVICES REQUIREMENTS

2.1. Converged Network Management, Operations, and Administration

As part of the Converged Network Management Services, Supplier shall be responsible for all system and component Management, monitoring, information protection, component addressing, and Service Management activities such as Patch Management, Version control, access control, and Change control for all Network Components, including Voice components.

Supplier is responsible for Management and troubleshooting (e.g., performance, Problem, Incident, Change, and capacity monitoring) of the County System and Network including the following:

- (A) Management and reporting of bandwidth, capacity, availability, and performance;
- (B) Monitoring and reporting application usage statistics (e.g., identifying top talkers by application);
- (C) Coordinating with public carriers and other Circuit and fiber providers to perform operations activities and support SLRs;
- (D) Management and monitoring of County-provided fiber;
- (E) QoS and CoS Management;
- (F) Physical and logical Network segmentation per County direction;
- (G) Managing Network devices, configurations, ACLs, firewalls, IP addresses, and related Services (e.g., DNS/DHCP) as specified by the County;
- (H) Asset and configuration Management, to include updating County CMDB and Maintaining an offline copy of Asset configuration files; and
- (I) Implementation, Management, and Operation of logical (e.g., IP address change) and physical IMACs for Network Components.

2.1.1. General Responsibilities

Supplier's general responsibilities to Manage County's Network include those tasks, subtasks, and Deliverables set forth in Table 1 (General Responsibilities) below.

Table 1. General Responsibilities

General Responsibilities	
(1)	Implement, Manage, Operate, and Maintain Approved Assets as needed in order to provide the Services, complete Projects, and Maintain compliance with current Network architecture and standards.
(2)	Prepare and provide within five (5) Business Days of County's request all technical specifications and Documentation required by County to support its procurement activities as to goods and services provided by Third Party Vendors that meet the County's technical requirements.
(3)	Review existing County physical and logical Network design and architecture plan, and IP address schema and design, and, by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and annually thereafter, identify improvements to the above aforementioned for County review.
(4)	Maintain an up-to-date physical and logical Network inventory (e.g., Circuit inventory, County-provided fiber, conduit mapping, and IP address schema, and as built) to meet County inventory Documentation and formats requirements.
(5)	Manage, Operate, and Maintain the Network as Available 24x7x365.
(6)	Manage and Maintain County-owned Circuits and County-provided fiber status and Availability, Implement County-requested and Approved Circuit orders, and periodically report to County on the same.
(7)	Perform facility site surveys; stage and configure Assets; transport or move delivered Assets in connection with Implementation; Implement Assets and/or Manage the installation of Assets by Third Party Vendors Approved by County; and test, Manage, Operate, and Maintain Assets and the Network.
(8)	Implement, Manage, Operate, and Maintain Circuits and fiber in accordance with County's requirements and Approvals.
(9)	Decommission Network Assets in accordance with County requirements and County Policies, Procedures, and Guidelines.
(10)	Support all County required surplus activities related to decommissioned Network Assets in accordance with County Policies, Procedures, and Guidelines.
(11)	Provide technical, functional, and operational input to County and document requirements for Network Projects for County review and Approval.
(12)	Provide technical, functional, and operational input to County and document requirements for Supplier-proposed Network support and upgrade Projects.
(13)	Conduct vulnerability Management, including application of security Patches, operating system Updates, configuration Changes, and perform all Software Revisions and upgrades for all Network Components.

General Responsibilities	
(14)	Monitor on a daily basis Third Party Vendor vulnerability alerts and notifications, analyze Asset vulnerabilities, and report Software upgrade requirements to County. (a) Propose recommended upgrade schedule for Assets for County review and Approval. (b) Implement all tasks to execute on the County-provided or Approved schedule for Asset upgrades and Maintenance.
(15)	Identify, test, and Resolve compatibility issues between Software Versions of all Network Components.
(16)	Perform proactive Network optimization and tuning for all Network Components in accordance with Best Practices, County's requirements, and the Change Control Process.
(17)	Provide personnel, process, and Services to Coordinate all Supplier activities with County entities and other County-Approved Third Party Vendors (e.g., Asset vendors, carriers, and service providers) as required by the County.
(18)	Manage, Operate, and Maintain current Network connections with Supplier resources and/or Approved Third Party Vendors.
(19)	Provide ad-hoc Network reports on any and all Network components when and as required by the County in accordance with County requests.
(20)	Coordinate with County-Approved Third Party Vendors, including WAN/LAN, Network, and Internet providers, to perform and Manage Incident and Problem Resolution and otherwise Resolve Network disruptions or degradation, collect all relevant data related to the same, and report to County on Network Availability and performance and Authorized User experience.
(21)	Conduct, and support County and County designee-conducted audit activities by analyzing and providing necessary or requested resources, access, reports, and data regarding Network Components and Services.
(22)	Manage, Operate, and Maintain Networks (e.g., LAN, WAN, Internet, and data center) and related operations (e.g., build, systems monitoring, Incident diagnostics, troubleshooting, Resolution and escalation, security Management, and capacity planning and analysis) in accordance with this FSA, the Agreement, the SLRs, and as otherwise required to meet County requirements.
(23)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, develop, document, and provide to County a Circuit, fiber, wiring, and cabling plan and Maintain the same in accordance with Best Practices and County requirements.
(24)	Implement, Operate, Manage, and Maintain all Network Components in accordance with County's requirements and Approvals (e.g., routers, switches, firewalls, UPS devices, Internet of Things (IoT), load balancing components, phones, and Internet connectivity).
(25)	Implement, Maintain, and Manage all Circuits.
(26)	Provide Services from County Locations or as otherwise agreed in writing.

General Responsibilities	
(27)	Manage County Location preparation and cleanup including making arrangements for access and coordination with County representatives at County Locations.
(28)	Perform operational support and Management through to the County Authorized User device's point of attachment to the Network, including monitoring performance and diagnostics, administration, IMAC, Incident and Problem escalation, and if necessary, traveling to remote sites to Resolve Problems.
(29)	Manage and Maintain Equipment and Network Components to ensure that all models of a piece of Equipment and/or a Network Component are at the same Software Revision level.
(30)	<p>Perform site inspections of all MDFs/IDFs and locations that house Network and Voice Equipment on a twice annual basis and provide the County with a formal report including and detailing the following information:</p> <ul style="list-style-type: none"> (a) Physical inspection of all UPS systems; (b) The temperature of each room; (c) Any obvious signs of leaks or other contaminants; (d) Review to ensure that cabling is properly run and tied back (including review of IDFs for proper cable Management); (e) Confirm all required in-place physical security measures are working properly (e.g., door readers, keys, etc., as applicable); (f) Review of the Network Component and Equipment to ensure that the Equipment has not been altered or damaged, and on an annual basis, ensure the Equipment is properly tagged, and matches the fixed Asset numbers outlined in the CMDB; (g) Confirm that all required clearances are still in place; (h) Note and submit a Ticket to resolve any identified problems with the IDF; and (i) Photographs of each MDF/IDF and the Equipment located within the MDF/IDF.

2.1.2. Network Operations and Management

Supplier shall perform all activities associated with the evaluation, Implementation, Management, Operations, Maintenance, and disposition of new and upgraded Network Components (e.g., Circuits, fiber, and Equipment) ("**Network O&M**" and such services, the "**Network O&M Services**"). Supplier's responsibilities for Network O&M Services include those tasks, subtasks, and Deliverables set forth in Table 2 (Network O&M Responsibilities) below.

Table 2. Network O&M Responsibilities

Network O&M Responsibilities	
(1)	<p>Coordinate and Manage all activities of County entities and Coordinate and Manage Third Party Vendors as to Incident and Problem Management. Supplier responsibilities include:</p> <ul style="list-style-type: none"> (a) Resolving access issues (Network and security segments); (b) Resolving performance issues (Network and security segments);

Network O&M Responsibilities	
(c)	Establishing new County Locations (Network and security segments);
(d)	Providing operational support to the County in the conduct of cyber Security Incident investigations by providing resources, access, data, and information as requested by County or its designee or as otherwise necessary to investigate the applicable Security Incident; and
(e)	Acting as a single point of contact for all Incident and Problem Management activities.
(2)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, identify Supplier's standard Network O&M procedures for County review.
(3)	Develop, document, and Maintain Network O&M procedures that meet County requirements in the Operations Handbook, provide Network O&M procedures to County for review and Approval, and adhere to County Policies, Procedures, and Guidelines for Network Components. Procedures shall be updated as needed and evaluated by County annually upon the anniversary of the Reference Date.
(4)	Incorporate County input and/or additional Network O&M procedure requirements as provided or required by County. Follow County directed Policies, Procedures, and Guidelines as the same may evolve during the Term.
(5)	Maintain up-to-date Network diagrams and other Network Documentation and information in a format acceptable to County and as required by Section 3.4.7 (Documentation) of Exhibit A.1 (Integrated Requirements FSA). Supplier will provide such information and Documentation to County in an online, self-service, electronic Web format available to County Authorized Users. As to Documentation provided to Supplier as of the Reference Date, Supplier shall continuously improve such Documentation over the Term to be consistent with its Best Practices.
(6)	Create as part of Transition, and Maintain as up-to-date, an Asset inventory and locations list. Manage Network Assets in accordance with Best Practices and County's Policies, Procedures, and Guidelines (including security oversight and Change Control Processes) as the same may evolve over the Term.
(7)	Coordinate with public carriers and other Circuit and fiber providers.
(8)	Design, Implement, Manage, Operate, and Maintain connections and upgrades to Network connections to Implement County requirements and standards.
(9)	On a quarterly basis, analyze and propose cost effective Service alternatives to help County in its cost reduction efforts or to meet its business requirements.
(10)	On a quarterly basis, provide County with recommendations with respect to carrier options, Circuits, and other connectivity methods in order to identify efficiencies or cost savings.
(11)	On a quarterly basis, provide County with recommendations on physical requirements (e.g., power, floor space, and cooling) for Network Asset Implementation, Management, Operation, and Maintenance.
(12)	Implement, Manage, Operate, and Maintain Approved Network strategies in support of County's Business Objectives.

Network O&M Responsibilities	
(13)	Implement Equipment and establish connectivity as required.
(14)	Document router configuration files and Implement, Manage, and Maintain naming and IP addressing of all Equipment based on County-Approved IP addressing schemas in a County-provided database.
(15)	Implement, Manage, Operate, and Maintain all configurations on all Assets for which Services are provided under the Agreement.
(16)	Perform capacity planning as required to meet County business requirements. Manage and report on the capacity of the Network. Provide monthly capacity report.
(17)	Manage and report on Network systems (e.g., performance, Problem, Incident, Change, and capacity), including providing the reports identified in Exhibit R (Required Reports), and provide such reports in a format Approved by County.
(18)	Manage and Coordinate the performance of public carriers, County-provided fiber, and other Third Party Vendors to meet County requirements (e.g., schedules, Project plans, and SLRs).
(19)	<p>Recommend optimal routing and data interchange protocols within the Network on a quarterly basis. Supplier will also Implement, Manage, Operate, and Maintain routing and data interchange protocols within the Network as Approved by County and/or required by County to satisfy County's business and operational requirements as they evolve over the Term. Where feasible, standardized protocols must be used. Such Supplier responsibilities include:</p> <ul style="list-style-type: none"> (a) Providing protocol conversion and translation, as required by County; and (b) Evolving protocols as appropriate to support new technologies and the Network over the Term.
(20)	Ensure that all new Assets (e.g., Circuits, fiber, devices, and Software) are included in all Services related Documentation.
(21)	Manage Network Component life cycle to include upgrade, Patch, and decommission as required in accordance with County schedules and Policies, Procedures, and Guidelines.
(22)	Manage and respond to Service Requests and provide IMACs for Network Components and County Locations, including WAN/LAN connectivity IMACs.
(23)	Develop site assessments, heat map drawings, and cabling plan for wireless LAN Implementations upon County request.
(24)	For new County Locations, upon County request provide a physical survey to determine site features, Implementation readiness, and specific installation needs. Site surveys will include: current services; line demarcations; line demarcation extensions; power/UPS requirements; Asset issues; cabling and wiring; and any other related Assets or services.
(25)	On a quarterly basis, Develop and provide to County recommended wireless designs in accordance with County requirements and standards for County review and Approval.
(26)	Coordinate with Third Party Vendor-cabling providers to Implement County-Approved wired and wireless designs, IMACs, and conduct Patch cable Management.

Network O&M Responsibilities	
(27)	Provide to Supplier Personnel designated by County access to Assets when and as requested by County.
(28)	On a quarterly basis, recommend QoS and CoS in accordance with County requirements for QoS/CoS sensitive Assets, including Voice systems, for County review and Approval.
(29)	Implement, Manage, Operate and Maintain County-Approved solution for QoS and CoS for QoS/CoS sensitive Assets and Voice systems.
(30)	On a quarterly basis, recommend CMDB information and requirements in accordance with County requirements, and Implement, Manage, Operate and Maintain the same based on County review, feedback, and Approval.
(31)	Implement, Manage, Operate, and Maintain County-Approved IP addressing schemas.
(32)	Implement, Manage, Operate, and Maintain County-provided DNS and DHCP infrastructure in accordance with County requirements.
(33)	Implement, Manage, Operate, and Maintain physical and logical Network traffic segmentation to meet County requirements and SLRs for all Network Components.
(34)	Manage, Maintain, and label current inventory of cable plant.
(35)	Maintain and provide security information in an Approved format, including general logs and access logs such as system logs, Network logs, and server logs in accordance with Best Practices and the County's security Policies, Procedures, and Guidelines.
(36)	Leverage County provided logging solution to provide comprehensive centralized logs of computer and Network activities and security relevant events containing sufficient data to comply with County requirements and support comprehensive audits of the effectiveness of, and compliance with, security measures (e.g., audit tracking).
(37)	Use existing, and by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and annually thereafter identify for County for its review additions and improvements to County tools and location for centralized storage of log files.
(38)	Manage and Coordinate Network activities with County Eligible Customers and Third Party Vendors through the Change Control Process (e.g., planned and unplanned Outages, post-power Outage startup activities, County preparedness emergency exercises, Incidents, and recovery).
(39)	Manage provisioning and de-provisioning Network and Voice account activities (e.g., administrative accounts and Authorized User accounts) and Maintain associated history logs as required. Encrypt passwords in accordance with Best Practices and County requirements and security standards.
(40)	Coordinate access to appropriate components of the County's Network infrastructure with appropriate Third Party Vendors in accordance with County requirements.
(41)	Test and Maintain premises Equipment and Network Components and Coordinate with County Third Party Vendors (e.g., backup power vendor and Circuit provider) to conduct comprehensive testing of all Equipment and Network Components.

Network O&M Responsibilities	
(42)	Provide Management and Operational support for all types of Assets described in this FSA and the Agreement, including Coordinating with Asset suppliers for planning and problem resolution.
(43)	Provide Management and operational support for Network cabling, wiring, and systems, including the physical cable plant, cable plant switching devices, and intelligent/non-intelligent wiring hubs.
(44)	Promptly, and within no more than five (5) Business Days, disconnect and end-bill Third Party Vendor services including transport services, and remove related Assets no longer needed by County, upon the termination of the Third Party Vendor services at a County Location.
(45)	Remove the applicable Asset and provide notice of a Network Component retirement to designated County personnel no later than five (5) Calendar Days after retirement according to County Policies, Procedures, and Guidelines.
(46)	Implement, Manage, Operate, and Maintain connection and access to third party sites and applications, hosted applications, and cloud services providers. Monitor Third Party Vendor notifications, announcements, and RSS feeds of Third Party Vendor services changes (e.g., IP address, URL, and Circuit changes) and update Network configurations (e.g., routing, firewall rules, access control lists, and web proxy settings) as needed to avoid Third Party Vendor service interruption.

2.1.3. Network Monitoring and Reporting

Supplier shall support all operations functions for the Services and shall perform all activities associated with the proactive monitoring and reporting of Network performance and Management information (e.g., performance metrics and Incidents) for Network Components (e.g., routers, switches, Network appliances, and Voice system components), including monitoring production systems, Network performance monitoring, participating in performance diagnosis with operations, and Problem Resolution (“**Network Monitoring and Reporting Services**”). Supplier is required to perform monitoring activities in accordance with County’s requirements and utilizing County-provided toolsets. Supplier’s responsibilities for Network Monitoring and Reporting Services include the tasks, subtasks, and Deliverables set forth in Table 3 (Network Monitoring and Reporting Responsibilities) below.

Table 3. Network Monitoring and Reporting Responsibilities

Network Monitoring and Reporting Responsibilities	
(1)	Identify standard Network monitoring, Incident, and Problem Resolution procedures and Best Practices to County by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and annually thereafter, for County review.
(2)	Develop, document, and Maintain the Operations Handbook to include Network Monitoring and Reporting Services procedures that meet County requirements and adhere to County Policies, Procedures, and Guidelines.
(3)	Incorporate County feedback, input, and additional procedures into the Network Monitoring and Reporting Services procedures.

Network Monitoring and Reporting Responsibilities	
(4)	Implement, Manage, Operate, and Maintain County-provided automated tools for monitoring Network Components (e.g., routers, switches, IDFs, PDUs, Network closets, and cooling systems) and Network traffic from the County NOC.
(5)	Monitor and provide proactive traffic analysis of Network data to reduce and limit Network Outages and optimize bandwidth utilization and performance.
(6)	Provide Network usage, utilization, and performance reports to County on a monthly basis or more frequently as required by County.
(7)	Provide County with technical, functional, and operational input regarding Network capacity planning requirements based on Network monitoring and data in connection with County Annual Planning or more frequently as otherwise requested by County.
(8)	Monitor, Manage, Operate, and perform Problem determination, alert, repair, and Resolution for all Network environments on a 24x7x365 basis, including but not limited to Outages, loss of connection, and specific performance indices.
(9)	Monitor WAN Assets for peak utilization, average utilization, latency, and error levels in accordance with County requirements.
(10)	Monitor for individual regular desktop ports in connection with troubleshooting.
(11)	Perform remote Network analysis, diagnostics, and on-site troubleshooting in accordance with County designated site classification requirements.
(12)	Implement, Manage, Operate, and Maintain dispatch process as required by County.
(13)	Dispatch pre-Approved on-site support Supplier Personnel and/or Third Party Vendors as necessary to Maintain the Network and as required by the County.
(14)	Provide standard (in an Approved format content), ad-hoc, and customized reporting on Network Availability, utilization, latency, and capacity in accordance with County requirements to County on a monthly basis and more frequently in accordance with County requests and to support County initiatives and planning.
(15)	By way of SLRs 30 through 42 of Exhibit H.1, provide County monthly, consolidated reporting on County Third Party Vendor provided Circuits and Network connections, utilizing County provided monitoring tools. Specifically, said reporting shall be limited to an analysis of Network availability, utilization, latency and capacity. On a quarterly basis provide recommendations to County for upgrades and downgrades of Circuits based on the cumulative data gathered in said Reports. Supplier shall engage County's Third Party Vendors providing Circuit services to obtain data for Circuits identified for upgrade or downgrade in order to validate and justify the recommendation. County acknowledges it is solely responsible for ensuring that Third Party Vendors providing Circuit services provide such data upon Supplier's request.
(16)	Provide Network performance reporting format and data points to County for review and Approval and incorporate County feedback, input, and requirements into reporting format and data points.

Network Monitoring and Reporting Responsibilities	
(17)	Implement, Manage, Operate, and Maintain all necessary County-provided monitoring, diagnostic, and Maintenance systems and Software to perform Network Monitoring and Reporting Services, including to: <ul style="list-style-type: none"> (a) Monitor the Network Components; (b) Capture and correlate element alarms; (c) Auto generate a trouble ticket; (d) Notify Supplier's on-site Network team of the alarm; (e) Assist Supplier's on-site Network team in remedying and Resolving any defects or other failures; (f) Proactively monitor and report to County on Network resource shortages and report on utilization statistics and trends to County on a monthly basis; and (g) Provide statistical reporting as set forth in Exhibit R (Required Reports).
(18)	On a 24x7x365 basis, provide a designated staffed Management center and perform the following Management functions for County's Network Components: <ul style="list-style-type: none"> (a) Centralized monitoring and proactive Management of the Network Components; (b) Centralized Maintenance dispatch/technician dispatch for repair of Network Components; and (c) Coordinate with County's cable and wire Third Party Vendors on all issues.

2.1.4. Technical Design, Enhancement, and Implementation Management

Supplier shall perform all activities related to data and Voice Network design, enhancement, and Implementation in accordance with County requirement and standards ("**Technical Design, Enhancement, and Implementation Services**"). Supplier will provide Network technical design and engineering functions including technical design execution; Implementation planning; Implementation of Network Components; capacity and configuration Management; optimization; efficiency tuning; Third Party Vendor Coordination; preparing all required County-request procurement Documentation; conducting site surveys; and performing Services to Implement upgrades for Assets. Supplier will also provide engineering Services as they relate to topology, performance, QoS, projected traffic patterns, business processes, administrative issues, and Management process activities as may be needed to perform the Services. Supplier's responsibilities in respect to design, enhancement, installing, rerouting, and resizing WAN services including, fiber services, include those tasks, subtasks, and Deliverables set forth in Table 4 (Technical Design, Enhancement, and Implementation Responsibilities) below.

Table 4. Technical Design, Enhancement, and Implementation Responsibilities

Technical Design, Enhancement, and Implementation Responsibilities	
(1)	At least [REDACTED], unless otherwise agreed in writing, provide insight to County for County's review on new Network technical design criteria and standards consistent with changes in technology, County's current business requirements, accepted industry Best Practices, and updates to County's technical architecture and product standards (" Network

Technical Design, Enhancement, and Implementation Responsibilities	
Enhancement Insight”).	
(2)	Upon County consideration and Approval of any Network Enhancement insight and in accordance with the Change Management Services described in Exhibit A.1 (Integrated Requirements FSA), Implement the Approved Network Enhancement Insight.
(3)	<p>Provide planning and technical design insight, and Implementation, Management, Operation, and Maintenance, on the following in accordance with County requirement and standards:</p> <ul style="list-style-type: none"> (a) Routers and Wide Area Network components; (b) Standard Voice Network premises Equipment – including PBXs, VRUs, IVRs, ACDs, automated attendants, call detail recording devices, agent evaluation systems, skills based routing systems, and voicemail systems; (c) All LAN premises Equipment – including LAN switches, load balancing, firewalls, proxy servers, and WAPs and their controlling Equipment and Software; (d) Network security Assets such as firewalls, VPN concentrators, and authentication servers; (e) Physical environmental requirements for Equipment – including HVAC, electrical, KVA and space requirements; and (f) As to cabling environments in the Data Centers and server rooms in County locations with Network Equipment, performing the technical design, Implementation, and Management of, and creating Documentation detailing, the cabling.
(4)	<p>Review and provide comments by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and annually thereafter, on County’s general design and configuration standards for all Network installations covering:</p> <ul style="list-style-type: none"> (a) Cabling standards in accordance with generally accepted industry standards and Approved by County, or as defined in the County standards, including all work required to manage the implementation of cabling including the MDF and IDF; (b) Transport service capacity specifications for County’s Voice Network, LAN, and WAN communications; (c) Use and configuration of Network protocols – including, TCP/IP, routing protocols (BGP, OSPF), SNMP, DHCP, DNS and Network address design and Management; (d) Network Management systems with on-line, real time access for County Authorized Users for the purpose of viewing complete configuration information and agreed-upon reporting; (e) Network policy and QoS Management systems to enable the specification, configuration, enforcement, lifecycle Management, and process automation related to applying and Managing QoS controls in all Network Components; and (f) Such other components of the Services as may be agreed by the Parties, or are necessary to comply with the SLRs and to meet County’s business and operational requirements as they may evolve.
(5)	Provide technical inputs based on County business requirements necessary for completing and

Technical Design, Enhancement, and Implementation Responsibilities	
	implementing Network design solutions.
(6)	Recommend approaches, technologies, and Network Management techniques for physical and logical Network traffic segmentation in accordance with County requirements for County review and Approval.
(7)	Implement, Manage, Operate, and Maintain sufficient redundancy and alternative routing, based on the County-Approved design, to meet the SLRs, and as required to meet County's security and disaster recovery requirements.
(8)	Implement, Manage, Operate, and Maintain Approved physical and logical Network traffic segmentation to meet County requirements and SLRs (e.g., security and performance).
(9)	Schedule, Manage, and Coordinate Implementation and testing activities with Supplier Personnel and/or Third Party Vendors in accordance with County-Approved schedules.
(10)	Maintain the CMDB, diagrams, and other Documentation as up-to-date.
(11)	Monitor and tune the total Network for efficiency and cost-effectiveness on an "end-to-end" basis; all bandwidth; developing, maintaining, and adhering to configuration requirements; and Coordinating with other Third Party Vendors as needed to deliver these Services. With respect to these requirements, Supplier is expected to work cooperatively with and Coordinate Third Party Vendors and County staff to facilitate effective communication and delivery of the Services.
(12)	Provide technical resources to Implement, Manage, Operate, and Maintain the Network requirements and design, support the County business needs, and meet or exceed applicable SLRs.
(13)	Provide engineering support in Implementing the design criteria and Manage, Operate, and Maintain to applicable performance standards.
(14)	Implement, Manage, Operate, and Maintain performance Management and monitoring tools so that Network Components will be under Management as appropriate. This monitoring will encompass those activities required to continuously evaluate the principal performance indicators of Network operation, verify SLRs, identify actual and potential performance impacting issues, and establish and report on trends.
(15)	Tune, Operate, Manage, and Maintain the Network to meet business requirements and SLRs.
(16)	Perform, on an on-going basis, regular optimization analyses and deliver a written report to County on the same [REDACTED]. Such analyses will be performed [REDACTED] prior to and following any major transitions or Changes, unless otherwise agreed in writing. Supplier will also optimize the Network in terms of cost effectiveness and efficiency to the extent possible without additional cost to County, but without sacrificing performance or ability to meet the SLRs. Supplier will participate in review meetings with County to review its optimization analysis and reports and County must Approve Changes to the Network.
(17)	Continually track and Manage Network performance, including physical and logical connections, to the extent required to comply with the SLRs, and regularly report on such performance as described below. Supplier's Network performance Management responsibilities include:

Technical Design, Enhancement, and Implementation Responsibilities	
	<ul style="list-style-type: none"> (a) Reviewing and reporting on the utilization and latency of infrastructure and transport to determine appropriate sizing and port speed given the topology of the Network usage patterns; (b) Evaluating principal performance indicators and verifying performance against Service Level Requirements; (c) Identify actual and potential performance impacting problems in the Network; (d) Establishing and reporting on trends for decision making and planning of Network Changes; (e) Analyzing performance data to evaluate the efficiency of the current design; and (f) Using modeling where applicable to determine methods of improving the performance of the Network.
(18)	Implement, Manage, Operate, and Maintain segmentation of devices, traffic, and features to control and contain traffic levels and secure sensitive applications and data.
(19)	Balance deployment of Network capacity and QoS controls as appropriate to meet business and user requirements.
(20)	Subject to Change Management procedures described in Exhibit A.1 (Integrated Requirements FSA), use the data gathered from its Performance Management Services to develop insights to optimize or improve the performance of the Network and provide such recommendations to County on at least a quarterly basis.
(21)	<p>On an ongoing basis, Manage the capacity of the Network to meet the Service Level Requirements and respond to County's operational requirements as they evolve. Such modifications will be subject to the Change Management procedure described in Exhibit A.1 (Integrated Requirements FSA). Supplier's Network capacity optimization responsibilities include:</p> <ul style="list-style-type: none"> (a) Monitoring, measuring, and reporting on the physical capacity of the Network; (b) Upgrading, removing, or adding Network capacity as necessary to meet County's requirements; (c) Participating in joint quarterly capacity planning reviews during which Supplier will provide insights to County based on Network capacity and performance monitoring; (d) Identifying future Network loads and utilization that could impact performance on the Network; and (e) Developing forecasts of Network growth and other changes in response to the projected business and operational needs of County.
(22)	Propose to County for County review and Approval, changes to improve performance in anticipation of such future performance loads, including performance improvement expectations.
(23)	Conduct ad-hoc performance sampling, as reasonably requested by County.
(24)	Develop Implementation plans in support of County-Approved business requirements.

2.1.5. Installs, Moves, Adds, and Changes

Supplier shall perform all activities related to providing or Managing, as appropriate, IMACs for Services at County Locations (“**IMAC Services**”). Supplier’s responsibilities for IMAC Services include those tasks, subtasks, and Deliverables set forth in Table 5 (Installs, Moves, Adds, and Changes Responsibilities) below.

Table 5. Installs, Moves, Adds, and Changes Responsibilities

Installs, Moves, Adds, and Changes Responsibilities	
(1)	With respect to authorized IMAC requests, execute the IMAC, including, if requested and Approved by County, procuring required components from Third Party Vendors; conducting site surveys; Coordinating and installing Changes to the cabling infrastructure for which Supplier is otherwise responsible under the Agreement; scheduling and dispatching appropriate technicians; and tracking the IMAC order from initiation to completion.
(2)	Coordinate and execute County-Approved IMACs, including providing a single point of contact; Implementing Equipment and Network Components and connecting Equipment and Network Components to telecommunications facilities (e.g., LANs); Implementing Software (including new Software and Revisions to existing Software); and performing configuration functions.
(3)	Coordinate physical space requirements as needed to facilitate the Implementation of the IMAC, including relocation of Equipment and Network Components to install of new racks.
(4)	Create and document the “end-to-end” processes to enable IMAC execution for each Asset, and obtain County’s Approval for such processes and Documentation.
(5)	Follow the required processes in the Operations Handbook to complete the IMAC.
(6)	As Approved by County, cancel Network transport Third Party Vendor services that are no longer required after completing the IMAC.
(7)	Having received and verified a valid IMAC request and having performed all necessary pre-work, Supplier’s responsibilities for performing the IMAC include the following: <ul style="list-style-type: none"> (a) Provide the appropriate disposal activities of County’s Equipment and Network Components in accordance with County Policies, Procedures, and Guidelines; and (b) For Network ports: <ul style="list-style-type: none"> (i) Implement Network ports in County Locations to be certain that they are connected to the Network and operational; (ii) Maintain a list of special Network ports (e.g., server and uplink ports) and their status for County Locations; and (iii) Maintain the count of used and unused ports by County Location and by switch for capacity planning and metrics.

2.2. Wide Area Network Services

Supplier shall perform all activities related to the monitoring and Management of Assets that interconnect two (2) or more separate facilities (“**WAN Services**”). WAN Services to be performed by Supplier as of the Reference Date include Management of Third Party Vendor carrier services such as, but not limited to, MPLS, point-to-point Circuits, County-owned Circuits, dedicated Internet connections, and broadband Circuits. Specific WAN Services include:

- (A) Management of WAN connectivity solutions that will meet the County's business and technical requirements;
- (B) WAN Asset Implementation, Management, Operation, and Maintenance, including ensuring all Documentation and drawings are updated and Asset records are current in County Asset Management system and CMDB;
- (C) Review of existing WANs and recommend improvements;
- (D) Management of WAN Circuit Implementation, including configuration and installation;
- (E) Implementation of County-designed WAN connections and Assets for new deployments and/or new or relocated County Locations (e.g., MACs);
- (F) Testing of WAN infrastructure (e.g., stress testing, regression testing, and failover testing) Changes in a non-production environment, prior to introduction into the County production environment;
- (G) Management and tracking of County-provided, Third Party Vendor wiring and cabling services as required to connect WAN devices and Circuits;
- (H) Implementation and Management of password changes in accordance with established County security standards;
- (I) Management, Operation, and Maintenance of end-to-end WAN connectivity and performance;
- (J) Management, Operation, and Maintenance of Internet connectivity, access, and performance;
- (K) Reporting on Internet usage in accordance with County requirements;
- (L) Management of Network QoS and CoS for all IP-based Third Party Vendor services;
- (M) Monitoring of all Network Components via County tools;
- (N) Management of performance and usage parameters of WAN connectivity (e.g., Availability, peak utilization, average utilization, latency per QoS/CoS level, error levels, forward and backward explicit congestion notifications);
- (O) Compliance with County security Policies, Procedures, and Guidelines and County-Approved Best Practices;
- (P) Asset and configuration Management, including Maintaining the County CMDB and an offline copy of Equipment and Network Component configuration files;
- (Q) Maintenance of Assets (e.g., routers, switches, and system Revisions, Patching, Break/Fix, firewalls, load balancers, and web proxy);
- (R) Coordinating with Third Party Vendors and Management of County-provided Third Party Vendor Asset Maintenance contracts;
- (S) Provision of regular, custom, and ad-hoc reporting in accordance with County standards and requirements with formatting and analysis Approved by County;
- (T) Management of WAN Documentation and diagrams in a centralized, County-provided repository;
- (U) Development and Maintenance of WAN Documentation and standard operating

procedures in the Operations Handbook; and

- (V) Management of all aspects of Network operations necessary to conduct disaster recovery.

Supplier's responsibilities to provide WAN Services include complying with the County WAN technical requirements and WAN design criteria and standards, and performing the WAN transport and Implementation Services in accordance with this FSA.

2.2.1. WAN Transport Services

Supplier shall perform all activities related to establishing WAN transport ("**WAN Transport Services**"). Supplier will Implement, Manage, Operate, and Maintain the converged WAN. Supplier will order, install, test, and cutover data transport where needed to meet the SLRs. Such data transport may include PRI, frame relay, MPLS based services, IP Internet VPN, or dedicated lines. Supplier will Manage the Third Party Vendor data transport service.

Over the Term of the Agreement, and in accordance with the Agreement, Supplier will provide written recommendations (at least annually) regarding changes to County's WAN Transport Services to meet the changing needs of County Eligible Customers. County will review the recommended design changes and Approve or reject their Implementation, in accordance with the Change Management procedure as set forth in Exhibit A.1 (Integrated Requirements FSA). Supplier's responsibilities for WAN Transport Services include the tasks, subtasks, and Deliverables set forth in Table 6 (WAN Transport Services Responsibilities) below.

Table 6. WAN Transport Services Responsibilities

WAN Transport Services Responsibilities	
(1)	Provision transport services as Approved by County from telecommunications Third Party Vendors using County-provided ordering tools, including order submission; track and receive Third Party Vendor services; and Maintain status with the transport service Third Party Vendors.
(2)	Confirm that orders are electronically acknowledged by telecommunications suppliers in a timely manner.
(3)	Implement upgrades, changes, or deletion of Third Party Vendor transport services, as appropriate to meet County's changing requirements in accordance with the Change Management procedures set forth in Exhibit A.1 (Integrated Requirements FSA).
(4)	Coordinate and escalate with the Third Party Vendor transport services providers for Problems related to turning up Third Party Vendor transport services.
(5)	Track relevant Third Party Vendor transport service information in the County Network Management system and CMDB.
(6)	Other WAN Transport Services responsibilities include: <ul style="list-style-type: none"> (a) Identifying and documenting bandwidth requirements; (b) Maintaining Network Components in accordance with Third Party Vendor specifications and Maintaining the Maintenance inventory with the Third Party Vendor maintenance providers; (c) Troubleshooting new Network Components, and Implementing or Coordinating any

WAN Transport Services Responsibilities	
	repairs required to fully deploy Network Components;
(d)	Tracking Network Components in the CMDB according to County Policies, Procedures, and Guidelines and the process Approved by County in the Operations Handbook; and
(e)	Performing Network Component Implementation, including installations, testing, and turnover to production according to County operations criteria.
(7)	With respect to the Network Component Implementation, Supplier will perform the following Services:
(a)	Load the configurations;
(b)	Stage and ship the routers to the designated County Location;
(c)	Test to determine that connected County Location can communicate with each other, Third Party Vendors, and Supplier;
(d)	Verify connectivity with the Network;
(e)	Coordinate with County and Third Party Vendors to test all Assets practical to test to verify that Changes are Implemented successfully before closing the Change; and
(f)	Coordinate with Third Party Vendors to isolate LAN troubles that affect WAN Implementation.
(8)	Maintain CMDB of County-provided commercial Circuits and County-owned fiber or other data transport mechanisms (e.g., [REDACTED]) to include applicable Third Party Vendors, type of Circuit, location, contract term of Circuit, size, and all other relevant and available data.
(9)	Per County direction, process all Implementation, de-installation, and resizing requests of Circuit orders (e.g., [REDACTED]) in accordance with County processes and Third Party Vendor processes Approved by County.
(10)	Extend Circuit demarcations to connect to County Equipment and Network Components.
(11)	Test Circuit operability and certify to County in writing on a monthly basis that all Circuits are operating in accordance with normal parameters.
(12)	Manage and Coordinate repair activities of County-owned fiber via separate Service Requests and Work Orders in accordance with County direction and requirements.

2.3. Wired and Wireless Local Area Network Services

Supplier shall perform all activities related to Implementation, Management (e.g., refresh, decommission, and Break/Fix), Operations, Maintenance, and monitoring of County Networks, and Supplier is responsible for all LAN components including DHCP and wireless LANs supporting all Network traffic originating from computing Assets (e.g., desktop devices, local file and print servers, application servers, database servers, peripherals and other Network Components and other Authorized User devices) (“**LAN Services**”). The Service demarcation is the LAN-attached Network interface card at the end device (e.g., server and desktop). Specific LAN Services include:

- (A) Review existing LANs and recommend improvements on a quarterly basis;
- (B) Implement, Manage, Operate, and Maintain LAN Assets;

- (C) Ensure all LAN Documentation and drawings are updated and Asset records are modified in the County Asset Management system and CMDB;
- (D) Test LAN infrastructure (e.g., stress testing, regression testing, and failover testing) changes in a non-production environment, prior to introduction into County's production environment;
- (E) Manage LAN infrastructure and performance, including wired and wireless LANs;
- (F) Monitor all Network Assets through County tools;
- (G) Monitor LAN port switches for servers and interconnectivity between the switches and other Network Assets (e.g., Voice devices); LAN ports shall be monitored using County-provided tools for performance (e.g., peak utilization, average utilization, latency, and jitter) and error levels unless otherwise agreed upon by County;
- (H) Coordinate Implementation of wiring and cabling as required to interconnect Network Assets; Supplier is responsible for Coordination with County's cabling Third Party Vendor for associated Implementation and IMACs and for patch cable Management;
- (I) Provide regular, custom, and ad-hoc reporting in accordance with County requirements (e.g., formatting and analysis)
- (J) Comply with County security Policies, Procedures, and Guidelines and County-Approved Best Practices;
- (K) Perform Asset and configuration Management, including updates to County CMDB and Maintenance of the offline copy of Equipment and Network Component configuration files;
- (L) Manage County-provided Equipment and Software, and Third Party Vendor Maintenance contracts;
- (M) Develop, Implement, Manage, and Maintain LAN Documentation, standard operating procedures, and diagrams in a centralized, County-provided repository;
- (N) Perform LAN administration Services during County-defined windows;
- (O) Provide Network operational Services to support disaster recovery; and
- (P) Monitor remote Equipment closet power, temperature, and similar environmental issues in accordance with County requirements and using County-provided tools.

Supplier's responsibilities to provide LAN Services include performing LAN Implementation and removal, complying with LAN technical specifications and LAN design criteria and County Policies, Procedures, and Guidelines, performing tasks related to the physical Network environment, Maintaining Software currency, and providing Services in accordance with this FSA.

2.3.1. LAN Installation and Removal

Supplier's LAN Services responsibilities include performing and providing the tasks, subtasks, and Deliverables set forth in Table 7 (LAN Installation and Removal Responsibilities) below with respect to installing and removing LAN Equipment.

Table 7. LAN Installation and Removal Responsibilities

LAN Installation and Removal Responsibilities	
(1)	Implement new LAN Equipment and Software to meet County's business and Software requirements.
(2)	Design, Implement, Coordinate, Manage, Operate, and Maintain new LAN environments subject to County Approval including: <ul style="list-style-type: none"> (a) Implementing LAN connections for County Authorized Users; and (b) Implementing Network connections for Software or the County Authorized User community.
(3)	For each piece of LAN Equipment that replaces existing LAN Equipment, configure the LAN Equipment within the pre-defined technology standards for County's business; transport the LAN Equipment to the County Location where it will be Implemented; Coordinate with the appropriate Eligible Customers and Third Party Vendors to validate that proper Network connectivity is obtained; Manage the Implementation of cabling; configure and activate the appropriate LAN Equipment monitoring agent; and test the LAN Equipment after Implementation to include remote monitoring through agents and monitoring systems.

2.3.2. Physical and Logical Network Environment Management

Supplier's LAN Services responsibilities include performing and providing the tasks, subtasks, and Deliverables set forth in Table 8 (Physical and Logical Network Environment Responsibilities) below with respect to the County Locations.

Table 8. Physical and Logical Network Environment Responsibilities

Physical and Logical Network Environment Responsibilities	
(1)	Maintain site information for the County Locations, necessary to satisfy County's business and operational requirements as they may change over time. This information will be stored on the CMDB and available online to County Authorized Users.
(2)	Whenever required to Implement a new County Location on the Network, conduct a physical survey of that County Location to determine site features, Implementation readiness, and all required work to facilitate the Implementation on the Network. Site survey information will be recorded in the CMDB and includes: <ul style="list-style-type: none"> (a) Current Third Party Vendor transport services; (b) Telecommunications supplier point of entry; (c) Boundaries of responsibility; (d) Power/UPS requirements; (e) Space requirements; (f) Equipment related special requirements; (g) Cabling and wiring requirements; (h) Historical performance analysis; and (i) Other relevant environmental requirements.
(3)	Provide design and business process insight, and Implementation, Management, Operation,

Physical and Logical Network Environment Responsibilities

and Maintenance of the following:

- (a) Premise LAN Equipment including LAN switches and hubs;
- (b) Physical environmental requirements for Equipment (including HVAC, electrical, KVA and space requirements);
- (c) Cabling standards in accordance with generally accepted industry standards;
- (d) Network protocols (including TCP/IP and SNMP) and Network addressing;
- (e) Network Management systems with on-line, read-only, real time access for designated County Authorized Users for the purpose of viewing complete configuration information and agreed upon reporting;
- (f) Network policy and QoS Management systems to enable the specification, configuration, enforcement, lifecycle Management and process automation related to applying and Managing QoS controls in Network Equipment; and
- (g) Such other components of the Services as are necessary to comply with the SLRs and to meet County's business requirements as they may evolve.

- (4) Review and provide comments, by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, on County's general design and configuration standards for all Network installations covering:

- (a) Cabling standards in accordance with generally accepted industry standards or as defined in the County standards, including all work required to Manage the Implementation of cabling including the main distribution frames ("MDF") and intermediate distribution frames ("IDF");
- (b) Transport capacity specifications for County's Voice Network, LAN, and WAN communications;
- (c) Use and configuration of Network protocols – including, TCP/IP, routing protocols (BGP, OSPF), SNMP, DHCP, DNS and Network address design and Management;
- (d) Network Management systems with on-line, read-only, near real time access for County Authorized Users for the purpose of viewing complete configuration information and agreed-upon reporting;
- (e) Network policy and QoS Management systems to enable the specification, configuration, enforcement, lifecycle Management, and process automation related to applying and Managing QoS controls in all Network Equipment;
- (f) Such other components of the Services as may be agreed by the Parties or are necessary to comply with the SLRs and to meet County's business and operational requirements as they may evolve.

- (5) Coordinate with County Third Party Vendor cable providers to, and Manage all roles and responsibilities associated with, Implementing, removing, and refreshing County cable and wiring.

2.3.3. Software Currency and Support

Supplier will Coordinate with County Third Party Vendors to promote compatibility of connectivity

products, and will Manage the Third Party Vendors that provide Software support to Network Assets that are subject to this Agreement. Supplier's responsibilities to provide Software currency includes the tasks, subtasks, and Deliverables set forth in Table 9 (Software Currency and Support Responsibilities) below.

Table 9. Software Currency and Support Responsibilities

Software Currency and Support Responsibilities	
(1)	Supplier will not Implement a Revision of Network Software code from the manufacturer that is [REDACTED] from its general availability.
(a)	All code Revisions will be [REDACTED] and will have been fully tested by Supplier, and a general Release shall have been in use in the commercial marketplace before Implementation on the Network (e.g., version 1.xx).
(b)	When such a code Implementation is required to Maintain the prescribed currency level, Supplier will Implement the appropriate manufacturer's code for such Equipment operating system.
(2)	Demonstrate compliance with County technical architecture and product standards, County standard Voice Network and LAN Network security standards, and Policies, Procedures, and Guidelines.
(3)	Manage all Network Software (including those Software products required for connectivity), including auditing site licenses for Network Software, answering Network Software questions, and Resolving Problems.

2.4. IP Management Services

Supplier shall perform all activities related to the administration and Management of both domain name services ("DNS") and dynamic host configuration protocol ("DHCP") (together, "IP Management Services"). Supplier shall be responsible for Managing, Operating, and Maintaining DNS within the County Network and also on the Internet for all County application and service web sites. Supplier will also be responsible for Managing, Operating, and Maintaining DHCP in support of all Network traffic. Supplier's responsibilities for IP Management Services include the tasks, subtasks, and Deliverables set forth in Table 10 (IP Management Responsibilities) below.

Table 10. IP Management Responsibilities

IP Management Responsibilities	
(1)	Manage, Operate, and Maintain internal and external DNS.
(2)	Manage, Operate, and Maintain internal and external DHCP.
(3)	Manage, Operate, and Maintain static IP addressing per County standards and requirements.
(4)	Configure, Implement, Manage, and Maintain central, real time logs that are to be kept in County-provided systems in accordance County security Policies, Procedures, and Guidelines.

2.5. Management and Configuration of County-provided Remote Access Solution

Supplier shall perform all activities related to the Implementation, Management, Operation, and Maintenance of solutions (e.g., virtual private network ("VPN")) that allows remote Authorized Users and business partners to securely connect to the Network, County System, and County resources over the public Internet or private intranet in accordance with County security Policies, Procedures, and Guidelines ("Remote Access," and such services, the "Remote Access Services"). The Remote Access Services include

the general Remote Access Services support requirements and Remote Access transport Services.

2.5.1. Remote Access Services

Supplier's Remote Access Services responsibilities include the tasks, subtasks, and Deliverables set forth in Table 11 (Remote Access Responsibilities) below.

Table 11. Remote Access Responsibilities

Remote Access Responsibilities	
(1)	Supplier will Manage, Operate, and Maintain the County's provided Remote Access.
(2)	Supplier will Manage, Operate, and Maintain VPN concentrators to manage IP tunnels to individual remote access devices and gaining access via multi-factor authentication.
(3)	Manage, Operate, and Maintain County-provided multi-factor authentication solution.

2.6. Network Documentation Services

Supplier shall perform all activities associated with continually developing, revising, Maintaining, reproducing, and making secure all Network infrastructure information and ensuring its secure accessibility at all times ("**Network Documentation Services**"). Supplier shall present all Documentation to County quarterly for formal review in electronic form and Supplier shall store and Maintain Documentation in a County-provided information portal. The Documentation types for which Supplier is responsible as part of the Network Documentation Services include:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In addition to the Documentation Services responsibilities set forth in Exhibit A.1 (Integrated Requirements FSA), Supplier's responsibilities for Network Documentation Services include the tasks, subtasks, and Deliverables set forth in Table 12 (Network Documentation Responsibilities) below.

Table 12. Network Documentation Responsibilities

Network Documentation Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, identify Supplier's Network Documentation types and content that conform to County's requirements.
(2)	Develop, Manage, and Maintain Network Documentation that meets County requirements for County review and Approval.

2.7. Network Appliance Security Management

Supplier shall Implement, Manage, Operate, and Maintain County designated Network security Assets,

including the Implementation, Management, Operation, and Maintenance of Network security appliances such as firewalls, web proxies, and VPN appliances in accordance with County security Policies, Procedures, and Guidelines. Supplier's Network security appliance Management responsibilities include the following the tasks, subtasks, and Deliverables:

- (A) Implement, Manage, Operate, and Maintain firewalls (e.g., DMZ, Internet, and Third Party Vendor connections);
- (B) Detection and prevention activities and conduct Internet monitoring (e.g., detect and respond to Internet and internal attacks to County firewalls or other Assets);
- (C) Implement County security Policies, Procedures, and Guidelines and Network device remediation for identified vulnerabilities;
- (D) Implement, Manage, Operate, and Maintain web proxy;
- (E) Monitor and report on Internet usage to County in accordance with County requirements;
- (F) Implement and Maintain Network intrusion detection and prevention sensors and Network data loss prevention at all Network entry points;
- (G) Monitor and report on intrusion and Security Incidents;
- (H) Conduct ongoing vulnerability assessment remediation as required by County;
- (I) Coordinate and support Third Party Vendor security assessments, scanning, and penetration testing;
- (J) Implement, Manage, Operate, and Maintain County-provided encryption solutions;
- (K) Perform Incident and Problem Resolution in accordance with County's Cyber Incident Response Plan;
- (L) Manage Network Component access in accordance with County security standards and requirements;
- (M) Log, track, and Manage security risks and issues, identified by either Supplier, Third Party Vendors, or County, to Resolution and closure under the direction of the County; and
- (N) Maintain physical and logical access controls to Network Equipment in accordance with County standards, requirements, and Policies, Procedures, and Guidelines.

2.8. Network Security Planning and Operations Services

Supplier shall perform all activities associated with Maintaining logical and physical security of all Network Components (e.g., Equipment and Software) and data, access protection, and other security in compliance with County cybersecurity directives and requirements, and in compliance with all applicable regulatory requirements ("**Network Security Services**"). Supplier will Implement, engineer, Manage, Operate, and Maintain County provided Network Components, Network segmentation, and procedures required to protect the integrity, confidentiality, and availability of County's Data on the Network, as necessary to comply with the applicable standard of care, Laws, and local, state, and federal agency guidance, and to satisfy County's business and operational requirements, subject to the Change Management described in Exhibit A.1 (Integrated Requirements FSA). Supplier's responsibilities for Network Security Services include the tasks, subtasks, and Deliverables set forth in Table 13 (Network Security Responsibilities).

Table 13. Network Security Responsibilities

Network Security Services Responsibilities	
General	
(1)	Implement logical security plans that comply with County security standards, requirements, and Policies, Procedures, and Guidelines, and develop and provide Documentation demonstrating adherence to the same to County.
(2)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, identify issues as to a physical security plan on all Network devices housed in County Locations.
(3)	Implement, Manage, Operate, and Maintain County-directed and County-Approved Network security practices, processes, and procedures as the same may evolve during the Term.
(4)	Implement cybersecurity remediation and risk mitigation measures as directed, requested, or Approved by County.
(5)	Design and Implement Approved security configurations on Network Assets that protect data logically, in storage and during wired and wireless transmission, against unauthorized or accidental access, modification, or disclosures (e.g., encryption, Network segmentation, and monitoring tools) in accordance with County directives, design requirements, and Best Practices.
(6)	Identify Best Practices security configurations to County by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and quarterly thereafter, for County review.
(7)	Document and Maintain procedures in the Operations Handbook for Implementing security configurations in accordance with County directives, design requirements, and Best Practices for County review and Approval.
Security Policy and Controls	
(8)	Review and ensure all Supplier Personnel understand and comply with County security strategy, requirements, and Policies, Procedures, and Guidelines.
(9)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and quarterly thereafter, identify Best Practice security policies, services, and procedures that comply with County requirements, policies, and standards for County review.
(10)	Comply with County's Network security policies and Network architecture and standards.
(11)	Institute and ensure compliance with Patch Management and Change Management policy to minimize introduction or exacerbation of security vulnerabilities occasioned by Network Changes.
(12)	Provide a designated security liaison who is responsible for collaborating with County on all Network security requirements related to the Services.
(13)	Participate in County's Cyber Incident Response Team as required by the County or Third Party Vendors and Coordinate Third Party Vendor participation in the same as required by County.
(14)	Assist County in assessing compliance of the County Network and County System with County security Policies, Procedures, and Guidelines.

Network Security Services Responsibilities	
Physical Security Control	
(15)	Immediately notify County of any Supplier Personnel change or termination so the County can make appropriate changes on badge access.
(16)	Immediately notify County upon becoming aware of any breach of physical security including loss of keys, badges, and other methods for accessing County facilities.
(17)	Ensure all Supplier Personnel pass County required background checks prior to entering, accessing, and providing Services in and/or for County Locations, the County Systems, and County resources.
(18)	Conduct a monthly review of the list of authorized staff (including County, Supplier, and Third Party Vendors) who have access to computing and Network Equipment areas and provide a monthly report on the same to County.
(19)	Adhere to County access control requirements, standards, and Policies, Procedures, and Guidelines.
System Administrative Privileges	
(20)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks and annually thereafter, identify Best Practices for establishment of access requirements and separation of duties definitions for log-on access to County-provided resources for County review and Implement Approved requirements and definitions.
(21)	Submit privileged accounts that are unique by individual and separate from standard user accounts (e.g., administrative and root level access) to County for Approval. Supplier will not use standard user accounts to conduct Network administration activities and will not use privileged user accounts except to conduct Network administration activities.
(22)	Maintain and provide logs of Network security events containing data to support comprehensive audits of the effectiveness of, and compliance with, security measures in accordance with County requirements, standards, and Policies, Procedures, and Guidelines (e.g., audit trail).
Security Status Checking and Validation	
(23)	Assist County in performing all audit activities, including public requests for information (PRIs) per the Public Information Act, California Public Records Act requests, e-discovery, legal hold, and forensic audits as scheduled or required by the County (e.g., data collection, audit tool installation, and report generation) or otherwise required by a governmental or regulatory body and Manage and Coordinate audits as required by County.
(24)	Develop plans and recommendations to remediate vulnerability discoveries and audit and assessment findings for County review and Approval.
(25)	Review audit findings and remediation plans with County and incorporate County feedback and input into remediation plans.
(26)	Implement County-Approved remediation plans and report on progress of associated Implementation.

Network Security Services Responsibilities	
(27)	Develop and Maintain all Documentation required for security assessments, audits, and internal control and control testing for County review and Approval.
(28)	Attend and participate in security planning and review sessions to review results of security assessments and remediation plans, including by reviewing results and plans in advance of discussions and meetings and providing written assessments and recommendations of the same to County.
Content Filtering and Web Proxy Services	
(29)	Implement, monitor, Manage, Operate, and Maintain County-provided web proxy and content filtering, including outbound URLs, outbound multiple web protocols, inbound URLs, SSL packet inspection, and proxy and content filters.
(30)	Implement and adhere to County-Approved filtering and proxy policies and rules.
(31)	Provide forensic reports upon County request.
(32)	Immediately notify County upon detection or suspicion of malicious activity within the Network.
(33)	Integrate Authorized User browsers (e.g., Internet Explorer, Firefox, and Chrome) with user identity, and Implement, Manage, Operate, and Maintain user identification tracking and reporting.
(34)	Implement, Manage, Operate, and Maintain County required reporting and audit capabilities.

2.9. Firewall Management, DMZ, and Internet Infrastructure Services

Supplier shall Implement, Manage, Operate, and Maintain all of County's firewalls, DMZ infrastructures, Internet connections, and Third Party Vendor connections, and otherwise support and Maintain the Network and other components used to provide Internet connectivity to County ("**Firewall Management, DMZ, and Internet Infrastructure Services**"). Supplier shall provide the Firewall Management, DMZ, and Internet Infrastructure Services in compliance with the County's requirements, standards, and Policies, Procedures, and Guidelines. Supplier will Implement, Manage, Maintain, and Operate Network infrastructure in such a way that Internet connectivity is secure and reliable and performs according to County standards and requirements and SLRs, including connectivity support of high-speed servers to the Internet, and connectivity with firewall protection in accordance with County's information security standards. Supplier will provide recommendations on design Changes to improve Internet connectivity components and will Implement Approved Changes in accordance with the Change Management procedures described in Exhibit A.1 (Integrated Requirements FSA). Supplier will contact and Coordinate with ISPs and/or other Third Party Vendors to setup connectivity and/or troubleshoot connections and other support questions. Supplier responsibilities for Firewall Management, DMZ, and Internet Infrastructure Services include the tasks, subtasks set forth in Table 14 (Firewall Management, DMZ, and Internet Infrastructure Responsibilities) below.

Table 14. Firewall Management, DMZ, and Internet Infrastructure Responsibilities

Firewall Management, DMZ and Internet Infrastructure Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and quarterly thereafter, identify policies, procedures, and Best Practices related to the Firewall Management, DMZ and Internet Infrastructure Services that comply with County standards, requirements, and Policies, Procedures, and Guidelines (including segregation requirements and policies) for County review.
(2)	Document, Implement, Manage, and Maintain procedures in the Operations Handbook for Firewall Management, DMZ, and Internet Infrastructure Services procedures that meet County standards and requirements and adhere to County Policies, Procedures, and Guidelines.
(3)	Review with County and obtain County input and additional procedures on the Firewall Management, DMZ, and Internet Infrastructure Services procedures and incorporate County input and feedback into the procedures.
(4)	Conduct engineering and security design at County's request and in accordance with County standards and requirements, including methods for secure Network access and authentication in accordance with County requirement, standards, and Policies, Procedures, and Guidelines.
(5)	Provide architecture and security designs to County for review and Approval.
(6)	Perform Firewall Management, DMZ, and Internet Infrastructure Services in accordance with County-Approved architecture and security designs and clean up and optimize firewall rules when Changes are made and quarterly on a comprehensive basis.
(7)	Implement, Manage, Operate, and Maintain defined access requirements and standards via firewall rule sets.
(8)	Administer the County security Policies, Procedures, and Guidelines for the firewall components.
(9)	For firewall security Management, design, engineer, Implement, monitor, Manage, Operate, and Maintain firewall components in accordance with County requirements or as part of TR&R activities.
(10)	Ensure compliance with County security and configuration standards, including Internet content filtering.
(11)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks and annually thereafter, identify issues with definitions of Intranet/Internet boundaries within County for County review.
(12)	Implement, Manage, Operate, and Maintain County-Approved Intranet/Internet boundaries.
(13)	Design, engineer, Implement, Manage, monitor, and Maintain access connectivity to the Internet to accommodate County's Authorized Users at the County Location. Supplier will design, engineer, Implement, cutover, Manage, monitor, and Maintain extranet connectivity for the data transport.
(14)	For Internet access, design, engineer, Implement Manage, monitor, and Maintain Internet transport access connectivity as demand or technology changes.

Firewall Management, DMZ and Internet Infrastructure Responsibilities	
(15)	For Intranet access, design, engineer, Implement, Manage, monitor, and Maintain Network connections.
(16)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, and annually thereafter, identify issues as to County connectivity requirements and policies for County review.
(17)	Manage, and Coordinate with Third Party Vendors as needed, and define Third Party Vendor connectivity strategies for County review and Approval.
(18)	Implement, Manage, Operate, and Maintain County-Approved Third Party Vendor connectivity strategy and Coordinate with Third Party Vendors.
(19)	Implement, Manage, Operate, and Maintain load balancing devices and SSL acceleration.
(20)	Implement and Manage remediation of any blacklist events in accordance with County requirements.
(21)	Implement, Manage, and monitor performance levels of the Network infrastructure through setting of thresholds, provide reporting, and take all proactive and reactive steps necessary to Resolve any performance issues.
(22)	Monitor the Internet/Intranet transport capacity. As the utilization of the capacity exceeds the County-Approved level of utilization and performance, Supplier will recommend Changes to the Internet/Intranet transport connectivity. Such transport connectivity Changes will be processed through the Change Management procedure as set forth in Exhibit A.1 (Integrated Requirements FSA).
(23)	Report detected attempts to compromise the firewall components to the SOC.
(24)	Perform configuration and capacity Management for the firewall components.
(25)	County and Supplier will routinely meet to discuss current Internet/Intranet security issues and identify Changes to County security policies and/or firewall infrastructure to maintain security of the data Network.
(26)	<p>Manage, Operate, and Maintain Internet access and transport, including by:</p> <ul style="list-style-type: none"> (a) Managing, Operating, and Maintaining high-speed connectivity to Internet servers for data access and file transfers; (b) Managing, Operating, and Maintaining routes and filtering as necessary; (c) Managing, Operating, and Maintaining DNS; (d) Performing capacity Management on access connections; and (e) Managing, Operating, and Maintaining firewalls and proxy servers.

2.10. Engineering Assistance

Supplier shall provide the personnel required to design the County Network environment (“**Engineering Assistance Services**”). Supplier’s Engineering Assistance Services responsibilities include the tasks, subtasks, and Deliverables set forth in Table 15 (Engineering Assistance Responsibilities) below.

Table 15. Engineering Assistance Responsibilities

Engineering Assistance Responsibilities	
(1)	Participate in all phases of County's Projects as required by County.
(2)	Collaborate with County engineering and architecture teams on: <ul style="list-style-type: none"> (a) Architecture and product standards; and (b) Project architecture for County initiatives.
(3)	Provide comments and suggestions pertaining to any new and modified applications that use the Network, including Network Components and Network Component sizing.
(4)	Provide County with the needed Network planning support to assist County or County Third Party Vendors engaged in application development and support such that the County Network meets business requirements (performance and availability) including: <ul style="list-style-type: none"> (a) Modeling; (b) Assistance in performance testing; (c) Simulation; and (d) Technology assessments.

3. SERVICE ENVIRONMENT

3.1. Infrastructure to be Supported

The following Sections and related Exhibits and Documentation further describe the Converged Network environment to be supported, and with which Supplier shall comply, as part of the Services. These Exhibits and Documentation are to be continually Maintained by Supplier, reviewed with the County, and updated by Supplier and made available to the County on a quarterly basis.

3.1.1. Network Topology

Supplier will review and validate Network topology diagram provided by County by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition tasks, as part of its Critical Deliverables during the Transition-In Plan.

3.1.2. County Network Management Tools

Supplier will review and validate all County Network Management tools and associated functionality and capabilities set forth in Exhibit C (Service Management and Life Cycle Services Tools). Standard reports and associated environments supported by each tool shall be developed and Maintained by Supplier in Exhibit C (Service Management and Life Cycle Services Tools).



EXHIBIT A.4 (SECURITY OPERATIONS CENTER FSA) – REVISION 2

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

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EXHIBIT A.4**SECURITY OPERATIONS CENTER FSA**

This is Exhibit A.4 (Security Operations Center FSA) (sometimes referred to in this Schedule as this “**FSA**” or “**SOC FSA**”) is an attachment and addition to the Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by between the County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this FSA, the terms of the Agreement shall prevail and nothing in this FSA shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or Amendments and the provisions of the Agreement which they modify or amend are specifically identified in this FSA and are Approved. This FSA includes any attachments hereto, which are incorporated herein. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement or in Exhibit X (Definitions).

1. OVERVIEW**1.1. SOC Services**

Supplier shall establish a security operations center, as described below, and shall perform all activities associated with monitoring, detecting, analyzing, mitigating, documenting, apprising the County, and responding to cyber threats and adversarial activity throughout the County Systems as described throughout this FSA (the “**SOC**” and such Services “**SOC Services**”). Supplier shall conduct proactive analysis of cyber threats and Security Incidents in accordance with the County Cyber Incident Response Plan and shall Manage and Coordinate cyber threats and Security Incidents through establishing a County cyber threat Management center within the SOC (the “**CTMC**”).

Supplier shall Manage and Coordinate with County’s individual Eligible Customers’ information technology organizations, County’s shared services managed information technology department, and Third Party Vendors in connection with the SOC Services. Supplier shall perform SOC Services within the confines of the unique active directory (“**AD**”) structure in place for each County Eligible Customer and shall provide centralized security processes to address the complexities, including interoperability, that occur with the Network due to Managing domain trusts and transitory communications between Software and Equipment platforms relying on AD authentication to properly function.

As to this FSA, all elements, obligations, provisions, and Requirements of Exhibit A.1 (Integrated Requirements FSA) are incorporated in whole into this FSA.

1.2. SOC Objectives

Supplier shall maintain any and all current SOC and SOC-related Services and shall upgrade the County SOC from its current model to achieve the County’s strategic goals and objectives, as described below in this Section 1.2 (SOC Objectives) and as otherwise set forth in this FSA and the Agreement. Core required SOC Services that Supplier shall perform under this FSA and the Agreement include Network monitoring and security event analysis; email security monitoring and analysis; Security Incident response, Management, and Coordination; vulnerability assessment; security engineering; cyber intelligence support; intrusion analysis; business continuity and disaster recovery for SOC Services; and all other related activities as contemplated by this FSA, the Agreement, and Best Practices relating to information and cyber security. The Parties agree that the strategic goals and objectives that County desires to be accomplished through the SOC include: (A) creating economies of scale for County Eligible Customers in order to more efficiently distribute security costs; (B) improving situation awareness of cyber threats to

County Network, information systems, and data; (C) achieving best in class information security protections for the County Systems and County Data; (D) reducing complexity in information security as compared to County's current environment; (E) accelerating the deployment of security protection and remediation actions; and (F) achieving proactive security monitoring, , Management, and Coordination that is highly responsive to new security threats and Security Incidents (collectively, the **"SOC Objectives"**). The SOC Objectives are part of County's overall Business Objectives under the Agreement.

1.3. SOC Principles

As part of the SOC Services, Supplier shall provide department-level support throughout the County and is responsible for the overall security of the County-wide information systems, Network, and the data contained therein. Supplier shall establish the SOC in accordance with the following requirements, guidelines, standards, principles, and practices, according to the below descending priority:

- (1) County Cyber Security Program Framework;
- (2) County Cyber Security Policy;
- (3) guiding principles of security established by the National Institute of Standards and Technology (NIST); and
- (4) Supplier Best Practices, as informed by industry best practices.

The SOC shall be established by Supplier based on the foregoing and shall be designed to prevent, detect, respond to, contain, analyze, document, apprise County of, and eradicate cyber threats through proactive monitoring, intrusion detection, and providing protective security Services for County information systems, and the data contained therein, including the County's WAN, LAN, security devices, servers, and workstations. As part of the SOC Services, Supplier shall also conduct vulnerability assessments, analyze cyber threats, monitor County email gateway, and collect information on and investigate and report on all confirmed or suspected Security Incidents.

Supplier shall use County Assets, including security appliances, Software, Equipment, and all other County-provided information security systems and tools, to perform all tasks and subtasks associated with the Implementation, Management, Coordination, Operations, and Maintenance of the SOC. Notwithstanding the required use of County's tools and the Implementation of the SOC in accordance with County's requirements above, as part of the SOC Services, Supplier shall continually review the overall SOC and individual SOC components and provide feedback to County regarding any recommendations Supplier has for improvement of the County information security measures. Supplier shall promptly report its recommendations to County in writing. Supplier recommendations shall be based on the County requirements above, Best Practices, and Supplier's expertise, skills, and knowledge in information security. If Supplier identifies any potential inadequacies in the County information security measures, Supplier will promptly (within twenty four (24) hours) alert County and provide its written recommendations to address the inadequacy.

1.4. Place of Performance

Supplier shall perform the SOC Services at the County-designated [REDACTED] located as of the Reference Date at the [REDACTED], or any successor facility in Orange County, except that a Supplier proposed teleworking schedule may be Approved by County at the County's sole discretion for some Supplier SOC positions and schedules, and that the County may revoke any teleworking schedule within ninety (90) Calendar Days' written notice to Supplier. Additionally, Supplier Personnel with an Approved SOC teleworking schedule shall be located within the United States and shall follow the requirements set forth in the mutually agreed to teleworking guidelines document

listed in Exhibit W (County Policies, Procedures and Guidelines).

Supplier local travel within the County will be required as part of the Services. All travel is part of the SOC Services, is included in the Charges set forth in Exhibit P (Pricing), and will not be separately chargeable to or reimbursed by County. Supplier Personnel shall operate from the County SOC facilities during County business hours, and may provide additional, after hours and emergency Services from other Supplier managed and/or owned locations, provided all Supplier Locations used for the provision of SOC Services are within the United States, staffed with Supplier Personnel meeting the County's staffing and clearance requirements, and are Approved in writing by County. Supplier shall ensure that all Supplier Personnel performing SOC Services are eligible for and obtain the County-required clearance and physical access requirements for access to the SOC premises and facilities and other County Locations as the same may be updated by County from time-to-time during the Term.

2. SOC STAFFING REQUIREMENTS

2.1. SOC Coverage

Supplier shall provide staffing for County SOC and CTMC core functions by Supplier Personnel, meeting the qualification requirements set forth herein and sufficient for the achievement of the SOC Objectives, in the positions and coverages set forth in Table 1 (SOC Coverage Requirements) below. Table 1.1 below reflects Supplier's SOC staffing plan.

Table 1. SOC Coverage Requirements

SOC Coverage Requirements		
Position	Coverage Days	Coverage Hours
Email Security Analyst, Jr.		
Monitoring and Detection Analyst, Jr.		
Incident Response Analyst, Jr.		
Vulnerability Assessment Analyst, Jr.		
Cyber Intelligence Analyst, Jr.		
Digital Media Forensic Analyst		
Cyber Intelligence Analyst, Sr.		
Email Security Analyst, Sr.		
Incident Response Analyst, Sr.		
Monitoring and Detection Analyst, Sr.		
Vulnerability Assessment Analyst, Sr.		
Security Engineer, Jr.		
Security Engineer, Sr.		
SOC Program Manager		
SOC Senior Engineer		

2.1.1. Supplier Network / Security Operations Center (NSOC) Staffing

Supplier combined NOC / SOC (“NSOC”) will provide multiple shifts for a 24/7 coverage on-site at the [REDACTED] ([REDACTED]) or teleworking for County Approved Supplier SOC positions pursuant to Section 1.4 above. Supplier will ensure a minimum of [REDACTED] people on site at any given time and [REDACTED] people at shift changes for [REDACTED] according to the Supplier SOC Staffing Plan set forth in Table 1.1, subject to the exception that any Supplier SOC Personnel, while Approved by the County for teleworking, do not need to remain on-site but will count towards the required number of on-site Supplier Personnel. The table below shall be the shift schedule. The shift schedule is subject to reasonable staff scheduling adjustments of which Supplier provides notice to County.

SOC Program Management and engineering Personnel will be on-site (in-person or teleworking, as applicable and as Approved by County) ([REDACTED]) during [REDACTED] and [REDACTED].

Table 1.1 Supplier SOC Staffing Plan

24/7 NOC/SOC Monitoring Staff		# of FTEs
[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[illegible]

For a period of six (6) consecutive months following the Commencement Date for the SOC Services, each month, County and Supplier shall assess the effectiveness of Supplier's SOC staffing plan in meeting the below requirements, and if County and Supplier determine that such requirements are not being met at any time during said six (6) month period, Supplier agrees to promptly create and implement a remediation plan to assure the resources and Services it is providing are sufficient to achieve the SOC Objectives.

- (A) **Accuracy of SOC Shift Change Log:** The accuracy of Supplier's SOC shift change log shall be measured by the manual comparison of events reported in the shift change log against total number of reported events (reported events include SIEM reported events, incident tickets, etc.)
- (B) **Timely Acknowledgement of SIEM Security Events:** Supplier's acknowledgment of SIEM security events shall be measured by the number of SIEM reported security events acknowledged within [REDACTED] compared to the total number of SIEM reported security events.
- (C) **Correct Classification of False Positive Events:** The accuracy of Supplier's correct classification of false positive events shall be measured by the number of SIEM reported events that were found to be true false positives when reviewed by tier 2 or tier 3 engineers compared to the total number of events classified as a false positive by tier 1 engineers.

County may change the coverage days and time requirements set forth above upon notice to Supplier as

necessary to meet County business requirements and provided that the aggregate coverage time requirements are substantially similarly to those set forth above, any such change by County shall be included in the Charges under Exhibit P (Pricing) and shall be without additional liability, cost, expense, or Charge of any kind to County.

2.2. SOC Supplier Personnel Positions

2.2.1. Supplier Personnel Seniority

Where Supplier Personnel positions set forth above are designated as a “Jr.” or “Sr.” position, the position descriptions set forth in Table 2 (Supplier Personnel Seniority Requirements) shall serve as guidance for Supplier to use in development of position descriptions for recruitment as needed.

Table 2. Supplier Personnel Seniority Requirements

Supplier Personnel Seniority Requirements		
	Position	Qualifications
(1)	Junior Analyst	Junior Supplier Personnel shall have a minimum of one (1) year professional experience in network or UNIX/Linux system administration, software engineering, software development, and/or a bachelor’s degree in computer science, engineering, information technology, cybersecurity, or related field. Junior Supplier Personnel must have some experience working with various security methodologies and processes, knowledge of transmission control protocol / internet protocol, knowledge and experience configuring and implementing a diverse array of technical security solutions, and experience providing analysis and trending of security log data from a large number of heterogeneous security devices. Junior Supplier Personnel shall also be proficient in at least one (1) programming language, have experience with reverse engineering tools, a variety of operating systems and open source computer forensic tools, and a working understanding of computer forensic techniques and methodologies.

Supplier Personnel Seniority Requirements		
	Position	Qualifications
(2)	Senior Analyst	<p>Senior Supplier Personnel have a minimum of three (3) years of professional experience in incident detection and response, malware analysis, or cyber forensics, and a bachelor's degree in computer science, engineering, information technology, cybersecurity, or related field. Senior Supplier Personnel must have extensive experience working with various security methodologies and processes, advanced knowledge of transmission control protocol / internet protocol, experience configuring and implementing various technical security solutions, extensive experience providing analysis and trending of security log data from a large number of heterogeneous security devices, and must possess expert knowledge in two (2) or more of the following areas related to cybersecurity:</p> <ul style="list-style-type: none"> (a) Vulnerability assessment; (b) Intrusion prevention and detection; (c) Access control and authorization; (d) Policy enforcement; (e) Application security; (f) Protocol analysis; (g) Firewall management; (h) Incident response; (i) Encryption; (j) Web-filtering; and (k) Advanced threat protection.

2.2.2. Supplier Personnel Qualifications

The position descriptions and required experience set forth in Table 3 (Supplier Personnel Qualification Requirements) shall be applied in combination with the general descriptions for junior and senior Supplier Personnel positions set forth above.

Table 3. Supplier Personnel Qualification Requirements

Supplier Personnel Qualification Requirements		
	Position	Qualifications
(1)	Email Security Analyst	Supplier Email Security Analysts shall have a minimum of five (5) years of professional experience in email security, which includes identification of phishing attempts, malware detonation, and knowledge of the secure email gateway toolsets.
(2)	Monitoring and Detection Analyst	Supplier Monitoring and Detection Analysts shall have a minimum of three (3) years of professional experience in cybersecurity, information risk management, or information systems risk assessment, and must be knowledgeable in many

Supplier Personnel Qualification Requirements		
		areas such as: vulnerability assessments; intrusion prevention and detection; access control and authorization; policy enforcement; application security; protocol analysis; firewall management; incident response; data loss prevention; encryption; two-factor authentication; web-filtering; and advanced threat protection.
(3)	Incident Response Analyst	Supplier Incident Response Analysts shall have a minimum of three (3) years of professional experience responding to information system security incidents and an ability to use the common industry security toolsets to identify and determine root causes of incidents and provide any required documentation and possible evidence to authorized personnel who carry legal or investigative authorities.
(4)	Vulnerability Assessment Analyst	Supplier Vulnerability Assessment Analysts shall have at least five (5) years of professional experience in vulnerability assessment and penetration testing.
(5)	Cyber Intelligence Analyst	Supplier Cyber Intelligence Analysts shall have at least five (5) years of professional experience in collecting, synthesizing, fusing, or authoring unclassified and classified cyber threat intelligence products.
(6)	Digital Media Forensics Analyst	Supplier Digital Media Forensics Analysts shall have a minimum of five (5) years of professional experience performing digital media forensic analysis, static malware code disassembly and analysis, and/or runtime malware code analysis.

2.2.3. SOC Key Personnel

The responsibilities of the Supplier Key Personnel with respect to the SOC are set forth in Table 4 (SOC Key Personnel Requirements) below.

Table 4. SOC Key Personnel Requirements

SOC Key Personnel Requirements		
	Position	Requirements
(1)	SOC Program Manager	<p>The Supplier SOC Program Manager responsibilities include the following:</p> <ul style="list-style-type: none"> (a) Organize, direct, and Manage all operation support functions under this FSA, including Managing multiple, complex and inter-related Project tasks; (b) Manage and Coordinate teams of Supplier Personnel across multiple Supplier and County locations; (c) Maintain and Manage the interface between County and Supplier at the senior levels of each organization; (d) Meet with County and Supplier Personnel to formulate and review task plans and Deliverables; and (e) Ensure Supplier conformance with task, schedule, and cost requirements under this FSA and the Agreement.

SOC Key Personnel Requirements		
	Position	Requirements
(2)	SOC Senior Engineer	<p>The Supplier SOC Senior Engineer responsibilities include the following:</p> <ul style="list-style-type: none"> (a) Provide analysis related to the design, development, and integration of Assets, man-machine Interfaces, and all system level requirements to provide an integrated information technology solution; (b) Develop integrated system test requirement, strategies, devices and systems; and (c) Direct overall system level testing.

2.3. Qualifications

All Supplier Personnel performing work under this FSA shall have pertinent technical and professional experience by discipline and technical area. Experience in these disciplines and technical areas must be related to the design, analysis, engineering, Operation, Maintenance, and security of an enterprise Network and in the performance of duties that support SOC activities and functions. It is the responsibility of Supplier to provide Supplier Personnel and Approved Subcontractors who have the required educational background, experience, and ability to pass law enforcement and various other County background check requirements to meet both the technical and regulatory objectives of the work specified in this FSA.

The number of Supplier Personnel required will vary during the Term. County reserves the right to review resumes for all proposed Key Personnel candidates and accept or reject any or all of the candidates. Supplier Key Personnel for the SOC are the SOC Program Manager and the SOC Senior Engineer.

2.4. Security Clearances

All Supplier Personnel SOC positions, unless otherwise Approved in writing by the County CISO, are subject to meet all County law and justice and departmental clearance requirements prior to starting work at or in support of the SOC. Exhibit T.3 (Transition-In Plan). Supplier shall provide for the initiation of background clearances by Supplier Personnel role to commence within fifteen (15) days of the Reference Date and continuously thereafter as needed to accommodate clearance timeframes and delivery of the Services. In no event shall Supplier Personnel perform any Services prior to obtaining a LiveScan clearance, and thereafter all such other clearances required for performance of the Services in accordance with their assigned role, and the lack of Supplier Personnel with appropriate clearances shall not excuse Supplier from the performance of the Services. The timing of background clearances as provided in Exhibit T.3 (Transition-In Plan) are Approved by the County CISO.

3. SOC OPERATIONS

Supplier shall provide the SOC Services and Implement, Manage, Coordinate, Operate, and Maintain the SOC and any cyber threats and Security Incidents twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days a year to protect County's information technology, operational technology, and Network, and the data contained in the foregoing. Supplier shall continuously perform all traditional SOC Services, including those described herein, and Maintain its ability to perform such activities during periods when business continuity is in effect and to support business continuity and Security Incident response table top exercises and other tests when and as required by County. As such, if it becomes necessary to temporarily relocate County staff and operations to a selected alternate site

for an emergency or test scenario, Supplier must be able to support, and extend normal SOC Management and Operations to that alternate location.

3.1. Program Management and Control; Transition

Supplier shall perform the program Management activities described in this FSA in accordance with program and Project Management principles, including those set forth in Exhibit A.1 (Integrated Requirements FSA). Supplier must document all Supplier recommendations and findings regarding, and Implement, Manage, Coordinate, and Operate execution of County-Approved SOC improvement plans, cost analyses, activity and Project tracking schedules, risk registers, and risk and issue mitigation strategies for all County SOC activities, including through Service Requests and Work Orders, as Approved by County.

Supplier's SOC Program Manager is responsible for providing comprehensive SOC oversight for all requirements under this FSA and the Agreement, including performing Services, providing Deliverables, maintaining financial controls, and the execution of any Service Requests and Work Orders generated by the County to be actioned by the SOC. The SOC Program Manager is the primary point of contact for the SOC with County. The SOC Program Manager will oversee all SOC-related Transition-In Services in accordance with this FSA and the Agreement.

3.1.1. Program Management

Supplier's responsibilities for program Management include the tasks, subtasks, and Deliverables set forth in Table 5 (Program Management Responsibilities) below.

Table 5. Program Management Responsibilities

Program Management Responsibilities	
(1)	Oversee all actions related to the administrative, managerial, logistical, integration, and financial aspects of the Implementation, Management, Coordination, Operation, and Maintenance of the SOC.
(2)	Assign a SOC Program Manager who shall ensure compliance with all County requirements and be the primary Supplier point of contact for the SOC Services.
(3)	Continuously and proactively Manage and monitor the performance of the SOC, and all related Third Party Vendors, Managed Vendors, and Subcontractors, to provide County with a quarterly written assessment of SOC progress, risks, issues, and proposed resolutions.
(4)	The SOC Program Manager shall have sufficient corporate authority to direct, execute, and control all elements of the SOC and SOC Services and ensure that all necessary Management, Coordination, analysis, business, contracts, engineering, Implementation, Operation, and Maintenance personnel resources are available and sufficient, both in numbers and qualifications, to successfully perform, provide, and complete all tasks, subtasks, and Deliverables required under this FSA.
(5)	The SOC Program Manager's responsibilities shall include: <ul style="list-style-type: none"> (a) Managing Supplier's execution of all SOC Services, including Service Requests and Work Orders placed under this Agreement; (b) Managing Supplier Personnel efforts and access authorization; (c) Performing other program Management duties to ensure the successful completion of the SOC Services tasks and Deliverables in accordance with the requirements of this

Program Management Responsibilities	
	FSA and the Agreement;
(d)	Ensuring that the Deliverables required under this FSA are completed in the timeframes required herein and are of a best-in-class quality such that all information and data are accurate, complete, in accordance with this FSA, and otherwise support the SOC Objectives and County requirements; and
(e)	Communicate with the County Security Operations Manager and the County CISO, as often as necessary to ensure County is up-to-date on all security threats, and in any case at least weekly.
(6)	Provide a SOC Services Program Management Plan to County for review by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks.
(7)	Review the draft SOC Services Program Management Plan with County stakeholders and incorporate County feedback into the SOC Services Program Management Plan for County review.
(8)	The SOC Services Program Management Plan requires and shall be subject to Approval by the County CISO.
(9)	Prepare and deliver weekly, monthly, and quarterly written SOC operational status reports that include the following: <ul style="list-style-type: none"> (a) A summary of SOC activities; (b) SOC performance and investment metrics and trends; (c) The status of Security Incidents by category; (d) Statistics for event and Security Incident Tickets, call logs, investigatory cases, security event notifications, and actions accomplished during the respective reporting period in performance of the work requirement; and (e) Recommendations for process improvement and risk mitigation, as described herein.
(10)	Supplier shall deliver all SOC status reports in the format determined by County, within the schedule established above, in conformance to County content and quality guidelines, and otherwise in accordance with County requirements.
(11)	Supplier shall provide SOC status reports to the County Security Operations Manager and the County CISO.
(12)	All SOC status reports shall be subject to Approval by the County CISO.

3.1.2. Transition Planning

3.1.2.1. SOC Transition Planning

Supplier shall provide all transition planning and transition plan execution, subject to County Approval, associated with transition of SOC Services from County and the incumbent vendor to Supplier, as directed by County. Supplier's responsibilities for transition planning include the requirements set forth in the Agreement, Exhibit T (Transition-In), Exhibit T.1 (Transition Requirements), Exhibit T.2 (Transition-In Milestones and Deliverables), Exhibit T.3 (Transition-In Plan) and the tasks, subtasks, and Deliverables set forth in Table 6 (SOC Transition Responsibilities) below.

Table 6. SOC Transition Responsibilities

SOC Transition Responsibilities	
(1)	Coordinate with Third Party Vendors, the incumbent vendor, and County representatives.
(2)	Review, evaluate, and transition all current tasks, subtasks, support, and services provided to County by its incumbent vendor as of the Reference Date.
(3)	Transition all County, incumbent vendor, and Third Party Vendor-provided historical SOC Data (e.g., SIEM configuration, historical log data) to any new or existing information systems provided or required by County.
(4)	Ensure Supplier Personnel receive and complete all County required training and follow and complete all County certification processes and requirements.
(5)	Receive and inventory all SOC business and/or technical Documentation and provide inventoried SOC related Documentation to County for review and Approval.
(6)	Design and conduct orientation and training programs to introduce County SOC personnel and other County and Third Party Vendor stakeholders and users of SOC Services to the SOC, the SOC Services, and Supplier's team, tools, methodologies, business processes, and Assets.
(7)	Receive SOC Assets and SOC Data, and inventory SOC Assets and SOC Data for County review and Approval

3.1.2.2. Incoming Transition

Supplier's responsibilities for incoming transition include the requirements set forth in the Agreement, Exhibit T (Transition-In), Exhibit T.1 (Transition-In Requirements), Exhibit T.2 (Transition-In Milestones and Deliverables), and Exhibit T.3 (Transition-In Plan), and the tasks, subtasks, and Deliverables set forth in Table 7 (Incoming Transition Responsibilities) below.

Table 7. Incoming Transition Responsibilities

Incoming Transition Responsibilities	
(1)	Fully transition SOC Services from the incumbent vendor and County to Supplier.
(2)	Develop a written SOC incoming transition plan (" SOC Transition Plan ") to be part of the Transition-In Plan that ensures that there is no degradation of SOC Services during or following the transition for County's review. Supplier will create a detailed SOC Transition Plan Approved by County prior to the Reference Date and shall update and finalize the SOC Transition Plan in accordance with this FSA, the Agreement, and Exhibits T (Transition-In), T.1 (Transition Requirements), Exhibit T.2 (Transition-In Milestones and Deliverables), and Exhibit T.3 (Transition-In Plan).
(3)	Review the SOC Transition Plan with County stakeholders and incorporate County requirements and feedback into the SOC Transition Plan.
(4)	Provide updated version of the SOC Transition Plan to County by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks for County review and Approval.

Incoming Transition Responsibilities	
(5)	The SOC Transition Plan shall address all tasks, responsibilities, Deliverables, and County requirements related to transition of the SOC Services, including the following:
(a)	Mobilization of Supplier's transition team;
(b)	Specific transition tasks to be executed and how Supplier will Implement and Manage the tasks and Coordinate with Third Party Vendors, the incumbent vendor, and County stakeholders;
(c)	Principal Supplier Personnel transition team members by name, position, and responsibilities;
(d)	Risks to the transition effort and mitigation and contingency plans for each risk; and
(e)	The transition schedule in graphic format showing the timing, sequence, and interdependencies of tasks. The transition schedule graphic shall be supplemented by a detailed narrative.

3.1.2.3. Outgoing Transition

Supplier's responsibilities for outgoing transition include the requirements set forth in the Agreement, Exhibit S (Termination Transition Requirements), and the tasks, subtasks, and Deliverables set forth in Table 8 (Outgoing Transition Responsibilities) below.

Table 8. Outgoing Transition Responsibilities

Outgoing Transition Responsibilities	
(1)	Develop and submit an SOC Termination Transition Plan, to be part of the Termination Transition Plan, transitioning work from Supplier to a successor contractor or County entity. This transition may be to a County entity, another Contractor, or to Supplier under a new contract.
(2)	Review the SOC Termination Transition Plan with County stakeholders and incorporate County requirements and feedback into the SOC Termination Transition Plan for County review and Approval.
(3)	In accordance with the County-Approved plan, Supplier shall assist County in planning, Implementing and Managing a complete transition from this FSA to a successor contractor, including formal Coordination by Supplier with County staff, Third Party Vendors, and successor contractor staff and management.
(4)	Supplier shall deliver existing policies and procedures, and all historical and current SOC metrics and statistics, to the successor contractor and/or County entity, as directed by County.
(5)	Supplier shall be required to, and the SOC Termination Transition Plan shall include, descriptions of Supplier's tasks for supporting outgoing transition, including:
(a)	Coordination with County representatives, Third Party Vendors, and the successor contractor;
(b)	Review, evaluation, and transition current Supplier support services;
(c)	Transition of historical data to the successor contractor's systems and/or County

Outgoing Transition Responsibilities	
	systems, at County's direction;
(d)	Transition of County-Approved Supplier training materials and certification process Documentation;
(e)	Transfer of all necessary business and/or technical Documentation to the successor contractors and/or County, at County's direction;
(f)	Transfer of compiled and un-compiled source code, to include all Revisions, to the successor contractor and/or County, at County's direction;
(g)	Transfer of SOC Assets and SOC Data to the successor contractor and/or County, at County's direction;
(h)	Transfer of the SOC Asset inventory management system, all Authorized User and Maintenance Documentation, and current Asset information to the successor contractor and/or County, at County's direction;
(i)	Coordination and facilitation of County debriefings and personnel out-processing procedures, as required by County; and
(j)	Turn-in of all County keys, identification and access cards, and security codes.

3.2. SOC Operations Services

Supplier will conduct the daily business of Coordinating, Managing, and Operating the SOC, which includes proactive threat monitoring and analysis, Security Incident response, vulnerability Management, digital media analysis, cyber intelligence support, penetration testing, Security Incident assessment and response, insider threat hunting, and all other activities related to Security Incident Coordination, Management, and prevention directed by the County.

3.2.1. Monitoring and Analysis

Supplier's responsibilities for monitoring and analysis include the tasks, subtasks, and Deliverables set forth in Table 9 (Monitoring and Analysis Responsibilities) below.

Table 9. Monitoring and Analysis Responsibilities

Monitoring and Analysis Responsibilities	
(1)	Supplier Personnel shall actively review all security information and event monitoring ("SIEM") data feeds, analytical systems, sensor platforms, and output from all other SOC tool products, and provide written findings reports to the Supplier's SOC Program Manager and the County Security Operations Manager for further investigation or action.
(2)	Supplier Personnel shall perform a variety of information system security ("ISS") activities, including: <ul style="list-style-type: none"> (a) Proactively monitoring systems status; (b) Escalating and reporting potential Security Incidents; (c) Creating and updating Security Incident cases and Tickets; (d) Performing risk assessment analysis for Network compromise attempts;

Monitoring and Analysis Responsibilities	
	<ul style="list-style-type: none"> (e) Analyzing ISS reports; (f) Applying antivirus, intrusion detection, digital media analysis, and vulnerability assessment tools, techniques, and procedures; (g) Authoring and Implementing custom detection content; (h) Tuning the SIEM and intrusion detection system (“IDS”) and intrusion prevention system (“IPS”) events to minimize false positives; (i) Authoring, Implementing, and Maintaining custom SIEM content; (j) Performing program analysis and review; (k) Conducting Asset evaluation and analysis; (l) Identifying and reporting to County on opportunities and recommendations for process improvement; (m) Conducting data management; and (n) Coordinating and reporting of ISS-related Security Incidents.
(3)	Supplier Personnel shall provide continual monitoring and analysis of all County and County-designated security feeds, including County trusted partner or other third party connections, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year.
(4)	Investigate, positively identify, and document anomalous events that are detected by security devices or reported to the SOC from external entities, Eligible Customers, system administrators, and Authorized Users, via security monitoring platform and tools, incoming phone calls, emails, and the County Service Request and Ticketing and Security Incident tracking systems.
(5)	Assemble, evaluate, Implement, Manage, Operate, and Maintaining County-required intrusion detection sensors and associated Software.
(6)	Document and deliver investigation, review, and recommendation Documentation to County as required or requested by County.
(7)	Provide notification, escalation, and daily written summary informal reports based on security event analysis to the County Security Operations Manager.
(8)	Submit all required Deliverables and Documentation in accordance with established County Cyber Incident Response Plan.
(9)	All Supplier comments, reports, evaluation inputs, recommendations, and Security Incident alerts, status updates, and reports shall be delivered in writing in the County-required format, within the schedule established in this FSA or otherwise in accordance with the County Cyber Incident Response Plan, and conforming to County detail level and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.2.2. Digital Media Forensic Analysis

Supplier's responsibilities for digital media forensic analysis include the tasks, subtasks, and Deliverables set forth in Table 10 (Digital Media Forensic Analysis Responsibilities) below.

Table 10. Digital Media Forensic Analysis Responsibilities

Digital Media Forensic Analysis Responsibilities	
(1)	Perform forensic analyses, as appropriate, on a variety of digital media devices and mediums as identified or required by County or as otherwise necessary to identify, reverse engineer, and de-obfuscate content related to a Security Incident, such as malicious content, and document all findings.
(2)	After each analysis has been performed, deliver a detailed written technical report to the County Security Operations Manager covering the methodology used during the digital media analysis evaluation, the findings from the evaluation, and any recommendations for further action.
(3)	Provide digital media analysis Services and reports to County Eligible Customers on short notice when and as requested by County.
(4)	Each detailed written technical report provided by Supplier shall be of sufficient detail such that it may be used to inform and educate other members of the County Enterprise Security Team and to expand or focus SOC monitoring efforts and shall include any additional details required by an applicable Service Request or Work Order.
(5)	All digital media analysis comments, reports, and evaluation inputs shall be delivered in writing in the County-required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County detail level and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the CISO or his or her designated representative.

3.2.3. Cyber Intelligence

Supplier's responsibilities for maintaining cyber intelligence include the tasks, subtasks, and Deliverables set forth in Table 11 (Cyber Intelligence Responsibilities) below.

Table 11. Cyber Intelligence Responsibilities

Cyber Intelligence Responsibilities	
(1)	All Supplier Personnel assigned to the SOC shall have technical expertise in cyber adversary capabilities, tactics, techniques, and procedures ("TTP").
(2)	Maintain a current awareness of the intentions of malicious groups and criminal elements that intend to conduct all manner of adversarial cyber activity including credential harvesting, cyber-crime, hacktivists activities, computer network exploitation, ransomware activities, phishing campaigns, and cyber-attacks, against County government, local governments, state government, federal government, and private sector networks and information systems and the data contained there that are interconnected with or that could and/or will affect County Network and information systems and the data contained therein.
(3)	Review all best in class cyber news feeds, signature updates, Security Incident Reports, threat

Cyber Intelligence Responsibilities	
	briefs, and vulnerability alerts from external sources, determine applicability to the County environment, and document and report findings and any recommendations to County in writing. As part of collaborative efforts between County and other public and private agencies and entities, the County shares mutually beneficial cyber intelligence. Supplier is advised and agrees that from time to time it shall be required to engage directly with County's cyber partners and to share cyber intelligence.
(4)	Maintain multiple threat intelligence feeds from various best in class sources that provide information and indicators on cyber threat activity, adversaries, and recommended mitigations.
(5)	Interpret the information received about emerging threats at different classification levels through data feeds from Internet security firms, government organizations, and private industry and convert the same into actionable monitoring recommendations to be conducted by the SOC, including by developing custom content, and document and report on the same in writing to County.
(6)	Review information delivered or made available by law enforcement agencies.
(7)	Analyze threat information, determine the risk to County and the County Systems, develop mitigations and countermeasures, and document and report on the same in writing to County.
(8)	Identify, and report to County on, potential threats based on and specific to County utilized Equipment and Software.
(9)	Maintain up-to-date knowledge of current and evolving hacking tools and methodologies available to disrupt County Systems and County Data.
(10)	Apply knowledge of adversary capabilities, intentions, and TTPs to author and deliver to County cyber intelligence information, fuse cyber intelligence data into SOC monitoring systems, and provide and improve situational awareness to other members of the County Enterprise Security Team and County Eligible Customers.
(11)	Communicate and document methods for detecting activities of specific threats, and plan operations to mitigate or disrupt the threat as part of an overarching County Computer Network Defense (CND) posture.
(12)	Develop and deliver written daily cyber intelligence summaries to the County Security Operations Manager consisting of all information on cyber threats that may impact County Systems or County Data and that are otherwise actionable by County.
(13)	Develop and deliver written weekly cyber threat rollups reports consisting of all information correlated from County information systems to actual cyber threat intelligence feeds and all credible cyber threat data as determined from analysis of information obtained from the County's ISS.
(14)	Develop and deliver written monthly cyber threat comprehensive briefings in Microsoft PowerPoint form that include cyber threat activity that could impact the County, County Systems, or County Data or has impacted similar organizations and any other activity that is of interest or relevance in the cyber security industry. The monthly cyber threat briefs will also, at a minimum, include highlights from the weekly rollups, all Security Incident activity for the month, status of Security Incident and vulnerability management remediation, and newly

Cyber Intelligence Responsibilities	
	observed vulnerabilities with corresponding recommendations for patching activities.
(15)	The foregoing Deliverables shall be delivered in writing in the County-required format, within the schedule established by the County Security Operations Manager, and conforming to the County detail level and quality requirements and guidelines and shall require and be subject to Approval by the CISO or his or her designated representative.

3.2.4. Vulnerability Assessment

Supplier's responsibilities for performing vulnerability assessments include the tasks, subtasks, and Deliverables set forth in Table 12 (Vulnerability Assessment Responsibilities) below.

Table 12. Vulnerability Assessment Responsibilities

Vulnerability Assessment Responsibilities	
(1)	Provide onsite and remote vulnerability assessment capabilities as a sustained, full-time program that is fully independent of Security Incident detection, recovery, or reporting activities.
(2)	Conduct full-knowledge, open-security assessment of County Locations, enclaves, systems, or data sets, as identified or directed by County, and conduct updates to the same, at County's request, when material changes are made to the County Systems.
(3)	Coordinate with County and Third Party Vendor system owners and system administrators, to holistically examine the security architecture and vulnerabilities of County Systems and the data therein, through security scans, examination of system configuration, review of system design documentation, and interviews.
(4)	Use Network and vulnerability scanning tools, as well as invasive technologies, to interrogate systems for configuration and status.
(5)	Submit the required Tickets and/or work orders to, and otherwise Coordinate with, County and Third Party Vendors supporting the County as required to conduct each vulnerability assessment.
(6)	Produce and deliver a written report of the vulnerability assessment findings and recommended remediation with sufficient detail such that the vulnerability assessment results may be used to inform and educate other members of the County Enterprise Security Team, and to expand or focus SOC monitoring efforts.
(7)	Vulnerability assessment reports shall be delivered in writing in the County-required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order and conforming to the County detail level and quality requirements and guidelines. Vulnerability assessment reports shall require and be subject to Approval by the County CISO or his or her designated representative.

3.2.5. Penetration Testing

Supplier's responsibilities for performing penetration testing include the tasks, subtasks, and Deliverables set forth in Table 13 (Penetration Testing Responsibilities) below.

Table 13. Penetration Testing Responsibilities

Penetration Testing Responsibilities	
(1)	Perform no-knowledge (other than as provided below) and limited-knowledge assessments of specific areas of County, also known as “Red Teaming.”
(2)	██████████ conduct real and simulated attacks against segments of the County and County Systems in order to assess the target’s resiliency and response to an actual attack.
(3)	Conduct penetration testing only with the knowledge and authorization of the County CIO or CISO, and only after appropriate authorities, Approvals, and rules of engagement have been established in accordance with County requirements, and without forewarning system owners.
(4)	Submit the required Tickets and/or work orders to, and otherwise Coordinate with, County and Third Party Vendors supporting the County as required to conduct each penetration test.
(5)	Document and produce a report of penetration testing findings and recommended remediation with sufficient detail such that the report may be used to inform and educate other members of the County Enterprise Security Team, and to expand or focus SOC monitoring efforts. Each penetration testing report shall include any additional details required by an applicable Service Request or Work Order.
(6)	Penetration testing comments, reports, and evaluation inputs shall be delivered in writing in the County-required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, conforming to the County detail level and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.2.6. Security Incident Assessment and Response

Supplier’s responsibilities for performing Security Incident assessments and responding to Security Incidents include the tasks, subtasks, and Deliverables set forth in Table 14 (Security Incident Assessment and Response Responsibilities) below.

Table 14. Security Incident Assessment and Response Responsibilities

Security Incident Assessment and Response Responsibilities	
(1)	Follow the County Cyber Incident Response Plan and Coordinate with the County Enterprise Security Team and affected County Eligible Customers to recover from all Security Incidents.
(2)	Gather artifacts and provide all assistance necessary or requested by Third Party Vendors and County Eligible Customers in recovering and restoring systems and data.
(3)	Provide requested or required support via phone, video teleconference, email, and remote system access, using the most expedient and efficient system necessary to respond to a Security Incident.
(4)	Where it is not possible to support County Security Incident response efforts remotely, Supplier’s Cyber Incident Response Team shall be deployed within ██████████ to perform Services on-site at the County’s local operations center.
(5)	Coordinate Security Incident responses with County Cyber Incident Response Team, County Eligible Customers, Third Party Vendors, other external stakeholders identified by County, and

Security Incident Assessment and Response Responsibilities	
	law enforcement.
(6)	Submit the required Tickets and/or work orders to, and otherwise Coordinate with, County and Third Party Vendors supporting the County as required to detect and respond to each potential Security Incident.
(7)	Notify the County Security Operations Manager by phone and email within [REDACTED] of detecting a Security Incident, if initial analysis of the event is ongoing, and more quickly if initial analysis of the event is complete.
(8)	Supplier shall determine the validity of a detection and report its findings to the County Security Operations Manager within [REDACTED] of detecting any potential Security Incident.
(9)	Regardless of whether an event is a false positive or actual Security Incident, Supplier shall take all immediate actions needed to limit the damage to County information systems and data contained therein as Approved by the County Security Operations Manager during the initial report and in accordance with the County Cyber Incident Response Plan.
(10)	<p>During an actual cyber-attack or Security Incident, Supplier shall Coordinate with County Network and information systems Third Party Vendors, County Eligible Customers, and the County Enterprise Security Team, and shall apply TTPs disruptive to intrusion kill chain by conducting and performing the following tasks:</p> <ul style="list-style-type: none"> (a) Detect: determine whether an attacker is conducting reconnaissance; (b) Deny: prevent information disclosure and unauthorized access; (c) Disrupt: stop or change outbound traffic to the attacker; (d) Degrade: assist or use traffic redirection at the direction of law enforcement partners; and (e) Contain: Network segmentation changes.
(11)	Produce and deliver to County a written report of Supplier's Security Incident detection and reaction actions, findings, and recommended remediation steps with sufficient detail such that Supplier's report may be used to inform and educate other members of the County Enterprise Security Team and to expand or focus SOC monitoring efforts. Each Security Incident detection report shall include any additional details required by an applicable Service Request or Work Order.
(12)	Security Incident comments, reports, and evaluation inputs shall be delivered in in writing in the County-required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.2.7. Insider Threat Hunting

Supplier's responsibilities for performing insider threat hunting include the tasks, subtasks, and Deliverables set forth in Table 15 (Insider Threat Hunting Responsibilities) below.

Table 15. Insider Threat Hunting Responsibilities

Insider Threat Hunting Responsibilities	
(1)	Use all available tools and expertise to detect, prevent, and respond to threats posed by malicious, negligent, or compromised insiders.
(2)	Maintain in-depth visibility into the County Systems and employ means of filtering and prioritizing threat data into concise, actionable intelligence and document the same.
(3)	Provide advanced analysis and adversary hunting support to all aspects of County operations to proactively uncover evidence of adversary presence on County Networks and information systems.
(4)	Produce and deliver to County a written report of Supplier's insider threat findings, analyses, and recommended remediation steps with sufficient detail such that Supplier's report may be used to inform and educate other members of the County Enterprise Security Team and to expand or focus SOC monitoring efforts. Supplier shall submit its written report and supporting documentation to the County Security Operations Manager. Each insider threat report shall include any additional details required by an applicable Service Request or Work Order.
(5)	Insider threat comments, reports, and evaluation inputs shall be delivered in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.2.8. Supplier Threat Intelligence sharing capability

Supplier will leverage its Corporate SOC, Enterprise Operations Center SOC and any customer facing Supplier-managed SOC (such as for Federal Civilian or State and Local Government customers) that are able to participate as a Security Working Group to facilitate two-way information sharing of events. The Security Working Group will provide the following functions:

- (A) An internal Supplier Threat Intelligence sharing capability (e.g., real-time phone call communications, newsgroup, e-mail distribution list, etc.) that are actively used to stay informed on Supplier's analysis and responses to the current threat landscape.
- (B) A monthly conference call with all the participants to discuss events of interest seen in the previous month.

Supplier will incorporate information from the Threat Intelligence sharing into the County's Cyber Threat Management Center and will meet with the County monthly to provide the County CISO and Security Operations staff an update from the monthly Security Working Group meetings.

3.3. SOC Service Delivery Management

The Supplier SOC Senior Engineer is responsible for providing comprehensive relationship management for operational Service delivery activities and Coordinates and Manages end-to-end Supplier ownership of the SOC Services. SOC Services Supplier Personnel meet with County staff, follow up on escalations, drive proactive Problem Management and Resolution, provide SLR Management, availability Management and reports, and focus on continual improvement of the SOC Services.

3.3.1. SOC Performance and Investment Metrics

Supplier's responsibilities for measuring and reporting performance and investment metrics include the

tasks, subtasks, and Deliverables set forth in Table 16 (SOC Performance and Investment Metrics Responsibilities) below.

Table 16. SOC Performance and Investment Metrics Responsibilities

SOC Performance and Investment Metrics Responsibilities	
(1)	Supplier's SOC Program Manager, SOC Senior Engineer, and senior technical Supplier Personnel shall meet with the County Security Operations Manager weekly to review and identify follow up and proactive actions to be taken by the SOC on risks, issues, and Security Incident escalations in order to drive proactive Problem Management. During each weekly meeting, Supplier shall present and discuss performance and investment metrics, and report to the County CISO on Supplier's continuing initiatives to improve delivery of SOC Services to County.
(2)	Coordinate with the County Security Operations Manager, County Network Architect, and County CISO to design, develop, and Implement a SOC performance and investment metrics program.
(3)	Implement, Manage, Operate, and Maintain the performance and investment metrics program and report SOC metrics to County in writing that inform the County Enterprise Security Team management, technical staff, the CISO, and the CIO on the overall performance of the SOC during regular and County prescribed reporting periods.
(4)	SOC performance metric reports shall include the status of all outstanding and completed Service Requests and Work Orders during the period of performance, and throughout the Term.
(5)	Develop and report metrics, which shall be subject to County Approval, that link improvements in SOC performance to Supplier-initiated SOC processes and technology improvements, upgraded Supplier Personnel skills, and other Supplier initiatives Approved by County.
(6)	Use SOC performance metrics to analyze the return on investment and mission effectiveness of the SOC Assets, including individual SOC Software tools and infrastructure Equipment components, and report the analyses findings, recommend Asset procurements, and recommended SOC actions that will improve SOC performance or reduce costs in each quarterly reports and weekly summary briefings.
(7)	In each quarterly report, Supplier shall analyze and summarize overall security performance, including: <ul style="list-style-type: none"> (a) The impact of each significant Security Incident and the recovery costs; (b) The capability effectiveness of CND sensor coverage and the Operations and Maintenance costs; (c) The effectiveness of Supplier's Implementation of the County Cyber Incident Response Plan; and (d) The number and categories of threats identified by the SOC and supplied to the SOC by all external government agencies and non-government intelligence sources.
(8)	Deliver weekly written SOC Performance and Investment Metrics Program summary briefings, quarterly written reports and all related supporting documents, to the County Security Operations Manager and to SOC senior management and technical staff.
(9)	Provide County with access to Supplier subject matter experts to discuss specific SOC

SOC Performance and Investment Metrics Responsibilities

performance and investment metrics, analysis findings, and performance trends as requested by County.

- (10) All summary briefings, comments, reports, and/or evaluation inputs shall be delivered in writing in the County-required format, within the schedule required by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to County quality and detail level requirements and guidelines. All of the foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.4. SOC Architecture Engineering, Operations, and Maintenance

Supplier Personnel are responsible for advising and assisting the County CISO, through the County Security Operations Manager, by developing and Maintaining plans to make architecture changes to the County Network to support the SOC infrastructure, perform IMACs of Assets, and control and Manage the all SOC systems and the data contained therein with no disruption to SOC Services. Supplier shall Manage all introductions into the production and test environments that relate to SOC responsibilities in accordance with the Change Control Process. Supplier is responsible for ensuring that the SOC technology platform itself is Available and operational, including the shared application and technical services as well as the system Software, middleware, information systems infrastructure, Network, and Data Centers.

3.4.1. SOC Tool Engineering

Supplier's responsibilities for conducting SOC tool engineering include the tasks, subtasks, and Deliverables set forth in Table 17 (SOC Tool Engineering Responsibilities) below.

Table 17. SOC Tool Engineering Responsibilities

SOC Tool Engineering Responsibilities	
(1)	Conduct security engineering and provide subject matter expertise to perform continuous product evaluation, prototyping, development, Implementation, recapitalization, Management, Operations, and Maintenance for County provided security Assets.
(2)	Implement, Manage, Operate, and Maintain any County furnished vulnerability assessment tools, penetration testing tools, malware analysis and digital media analysis tools, online Security Incident Ticketing and case tracking, host IDS and IPS, Network IDS/IPS, full Network traffic collection and retention, analyst workstations, SOC routers, SOC switches, SOC firewalls, SOC storage devices, SOC backup system, logging system, and the SIEM.
(3)	Create, Manage, and Maintain standard design Documentation and provide test plans for new and existing security Assets to avoid obsolescence and improve productivity for County Authorized Users and management.
(4)	Create diagrams of new and revised solutions for transition to operational support that encompasses the entire "end-to-end" configuration flow diagram describing all solution elements. Each solution diagram shall include any additional details required by an applicable Service Request or Work Order.
(5)	All Documentation and diagrams shall be delivered to the County Security Operations Manager in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and

SOC Tool Engineering Responsibilities

conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.4.2. SOC Architecture and Strategy

Supplier's responsibilities for providing SOC architecture and strategy include the tasks, subtasks, and Deliverables set forth in Table 18 (SOC Architecture and Strategy Responsibilities) below.

Table 18. SOC Architecture and Strategy Responsibilities

SOC Architecture and Strategy Responsibilities	
(1)	Advise and assist the County Security Operations Manager and County Network Architect with SOC architecture activities for all County SOC information systems initiatives supporting all SOC tools and capabilities.
(2)	Supplier advice and assistance shall be in accordance with County CISO requirements, all applicable County Policies, Procedures, and Guidelines, and Best Practices.
(3)	Supplier shall analyze and advise on all SOC infrastructure and Assets including vulnerability scanners, configuration scanners, web application scanners, Network context analyzers, digital media analysis tools, malware analysis tools, access controls systems, SOC firewalls, intrusion detection systems, Network sensors, and Software agents and modules.
(4)	Coordinate with County, including its Third Party Vendors, to configure, build, provide written recommendations, and ensure all Assets are current and updated on a continuous basis, and to ensure the County is compliant with all of its legal and regulatory obligations such as, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Systems (CJIS) Security Policy, and Payment Card Industry Data Security Standard (PCI DSS).
(5)	Perform technical design analysis to identify proper placement of security tools throughout the County Systems and document and report on the same to County.
(6)	As requested or directed by the County Security Operations Manager, Supplier shall create Documentation for new or revised SOC information technology solutions. All Documentation shall include any additional details required by an applicable Service Request or Work Order.
(7)	All Documentation, reports, and advice shall be delivered to the County Security Operations Manager, Operational Leads, and the County CISO in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.4.3. SOC Tool Maintenance

Supplier's responsibilities for Maintaining SOC tools include the tasks, subtasks, and Deliverables set forth in Table 19 (SOC Tool Maintenance Responsibilities) below.

Table 19. SOC Tool Maintenance Responsibilities

SOC Tool Maintenance Responsibilities	
(1)	Create procedures and Documentation for maintaining all SOC Assets and provide the same to County in writing for review and Approval.
(2)	Perform full-scope Implementation, Operation, Management, and Maintenance, including configuration, Revisions, and optimization, of SOC Assets such as tools, devices, and application systems, servers, and sensors, including the following activities: <ul style="list-style-type: none"> (a) Providing security device signature Maintenance and performance reports; (b) Maintaining the SIEM to collect and aggregate IDS/IPS data from Network sensors and raw data from collection agents, firewalls, proxy servers, DLP, antivirus, vulnerability scanner elements and other security-relevant devices; and (c) Enrolling County Systems and County Third Party Vendor systems information into the SIEM tool using information provided from County data sources such as the County CMDB and GRC platforms.
(3)	Perform Asset categorization and prioritization and document and report recommendations regarding the same to County.
(4)	Implement and modify Network security elements, tools, and other systems and maintain optimal coverage and performance across the County.
(5)	Create and Maintain standard design Documentation and provide test plans for new and existing security Assets to avoid obsolescence and improve productivity for the County users and management.
(6)	Create diagrams and Documentation of new or revised solutions for transition to operational support, which shall encompass the entire “end-to-end” configuration flow diagram describing all solution elements. All diagrams and Documentation shall include any additional details required by an applicable Service Request or Work Order.
(7)	All Documentation, reports, and recommendations shall be delivered to the County Security Operations Manager through the County provided system of record in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.4.4. SOC Change and Release Management

Supplier’s responsibilities with respect to the Change Control Process and Change and Release Management include the tasks, subtasks, and Deliverables set forth in Table 20 (SOC Change and Release Management Responsibilities) below.

Table 20. SOC Change and Release Management Responsibilities

SOC Change and Release Management Responsibilities	
(1)	Conduct security reviews for all Change Requests and security reviews and comply with the Change Control Process.
(2)	Supplier subject matter experts shall review County Systems configuration changes and provide

SOC Change and Release Management Responsibilities	
	written recommendations as the security subject matter experts on the CAB.
(3)	Provide written recommendations for configuration Management and conduct review of compliance with Best Practices and County Policies, Procedures, and Guidelines, including County hardening guidelines.
(4)	Create supporting Documentation for Change Requests and track, Coordinate, and Manage all Change Requests related to SOC security devices, SOC physical property, and SOC Asset Management.
(5)	Document and Maintain inventory of SOC property and Assets, document SOC Asset licenses, and track Maintenance and support agreements.
(6)	Create and maintain standard design Documentation and provide test plans for new and existing security Assets to avoid obsolescence and improve productivity for the County Authorized Users and management.
(7)	Create diagrams of new or revised solutions for transition to operational support, which shall encompass the entire “end-to-end” configuration flow diagram describing all solution elements. All diagrams shall include any additional details required by an applicable Service Request or Work Order.
(8)	All Documentation, reports, and recommendations shall be delivered to the County Security Operations Manager through the County provided system of record in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.4.5. SOC Continuity of Operations

Supplier’s responsibilities with respect to SOC business continuity and disaster recovery include the tasks, subtasks, and Deliverables set forth in Table 21 (Continuity of Operations Responsibilities) below.

Table 21. Continuity of Operations Responsibilities

SOC Continuity of Operations Responsibilities	
(1)	Supplier Personnel shall be stationed at the County Locations designated by County as the County Business Continuity/Disaster Recovery Site and the [REDACTED] to perform and support daily SOC Management and Operations when an emergency condition exist that impacts the County’s ability to perform business operations from established usual places of business, when a state of emergency is invoked by the governor requiring the County to support emergency operations, and when County elects to test its business continuity and disaster recovery plans.
(2)	Create and deliver in writing SOC business continuity and disaster recovery plans to County by during Contract Year 1.
(3)	The SOC business continuity and disaster recovery plans shall be designed to ensure that SOC primary mission essential functions (“PMEFs”) continue to be performed and fully operational during a wide range of emergencies and Disasters, including localized acts of nature, accidents,

SOC Continuity of Operations Responsibilities	
	and technological or attack-related emergencies.
(4)	Supplier shall propose PMEFS to County in writing, which shall require and be subject to Approved by the County CISO and shall be incorporated as Approved into County's business continuity and disaster recovery plans.
(5)	Participate in all County business continuity and disaster recovery exercises and tests, as directed by the County Security Operations Manager.
(6)	Create and maintain standard design Documentation and provide test plans for existing security applications and Equipment to prevent lapses in security coverage due to emergency situations.
(7)	Create business continuity and disaster recovery plans that interoperate with County business continuity and disaster recovery plans and that demonstrate the SOC's ability to provide SOC Services for critical applications in the event of an emergency or Disaster.
(8)	Supplier's SOC business continuity and disaster recovery plans and all Documentation and test plans must contain detailed information about the interrelationships with County Systems at the County disaster recovery sites and business recovery centers. All SOC business continuity and disaster recovery plans and related Documentation and test plans shall include any additional details required by an applicable Service Request or Work Order.
(9)	The SOC business continuity and disaster recovery plan and all Documentation and test plans shall be delivered to the County Security Operations Manager through the County provided system of record in writing in the required format, within the schedule established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. The foregoing Deliverables shall require and be subject to Approval by the County CISO or his or her designated representative.

3.5. Cyber Security Communications and Coordination

The Supplier SOC Senior Engineer is responsible for ensuring the SOC is the communication and Management hub for all cyber security related events, Security Incidents, and Coordination efforts.

The SOC shall work closely with County Eligible Customers, Third Party Vendors, and other external organizations and stakeholders to Coordinate and Manage security Operations, deliver or request assistance, or assist with investigations. Supplier shall generate security event notifications where an actual or suspect threat is identified to County Systems or the data contained therein based on SOC security event analyses, intelligence reports, Security Incident reports from partner organizations, and other trusted and best in class sources such as the California Cyber Security Information Center (Cal-CSIC) and Orange County Intelligence and Assessment Center (OCIAAC).

3.5.1. Cyber Threat Management Center

Supplier's responsibilities for Managing cyber threat communications and investigations include the tasks, subtasks, and Deliverables set forth in Table 22 (Cyber Threat Management Center Responsibilities) below.

Table 22. Cyber Threat Management Center Responsibilities

Cyber Threat Management Center Responsibilities	
(1)	Provide qualified Supplier Personnel capable of and experienced in Coordinating, collaborating, and communicating with County stakeholders, County partners, Third Party Vendors, and other entities inside and outside of CTMC, as designed by County from time to time.
(2)	Supplier Personnel shall perform all tasks necessary to accomplish the mission of the CTMC.
(3)	For confirmed Security Incidents, Supplier shall document the Security Incident by assembling all factual information related to the Security Incident from all relevant SOC and external sources, including County and Third Party Vendors, and shall analyze the assembled information to determine causes, contributing factors, affected County, Third Party Vendor, and other third party resources, stakeholders, systems, and data, and remedial and mitigating actions taken and/or recommended. Supplier shall deliver a report on the foregoing to County within five (5) Business Days of any confirmed Security Incident. All such reports shall be subject to County requirements with respect to content and format. Supplier Personnel shall be available to meet with County to review the report and, if requested by County, Supplier shall revise the report to address County feedback and provide County with an updated report for County review and Approval.
(4)	Based on the analysis and following County's Approval of the Security Incident report, Supplier shall collaborate with the County Security Operations Manager and County Cyber Analysts to develop an immediate response and recommend remediation actions.
(5)	Supplier shall develop and establish mechanisms for disciplined, timely, efficient, and accurate communications with responsible County executives, including elected officials, C-level leadership, County Eligible Customer heads, and Eligible Customer IT directors. By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and annually thereafter, Supplier shall provide a written description of its communication mechanisms to County for review and Approval. All communications mechanisms employed by Supplier shall conform to County requirements and the terms of this FSA and the Agreement.
(6)	For major Security Incidents and in accordance with County Cyber Incident Response Plan, Supplier shall continually report the status of the investigation and its impact on County information systems and the data contained therein, Authorized Users, and County residents as the investigation and analysis proceeds.
(7)	Supplier shall prepare additional written reports as required by the County Security Operations Manager and/or the CISO for delivery to any stakeholders or third parties designated by County, including County elected and executive leadership, law enforcement, and intelligence partners.
(8)	For Security Incidents originating with County remote workers or remote locations, Supplier shall Coordinate with affected County Eligible Customers and Eligible Customer IT operations staff to gather all additional available information about the Security Incident, understand its significance, assess the impact to the County and County Systems and data contained therein, and Coordinate and Manage response actions in accordance with the County Cyber Incident Response Plan. Supplier shall document all of the foregoing in its Security Incident report and/or a supplemental remote Security Incident report, as directed by County, and provide the same to County for review and Approval.
(9)	Throughout the response to, and investigation of, any actual or suspected Security Incident,

Cyber Threat Management Center Responsibilities	
	Supplier shall provide incremental written updates to County at intervals required by County but at least on a daily basis until Security Incident response completion is Approved by County.
(10)	When a Security Incident response is complete (as Approved by County) and remediation has been initiated, Supplier shall provide a detailed root cause analysis that includes lessons learned.
(11)	Supplier shall deliver Security Incident response status, response, and remediation reports, all supporting documents related to its reports, including data and documents generated from County, Supplier, and Third Party Vendor systems, and briefing slides and scripts to the County Security Operations Manager or OCIT senior management and technical staff as directed by the County Security Operations Manager or required by an applicable Service Request or Work Order. Supplier documentation of root cause analysis and lessons learned will be of sufficient detail such that it may be used to develop, maintain, and enhance the County Cyber Incident Response Plan, processes, and escalation and reporting procedures, at County's option, and at a minimum will contain a detailed description of Supplier's recommend improvements to County's procedures for enhancing the overall effectiveness of the CTMC.
(12)	All written comments, reports, and/or evaluation inputs from Supplier shall be delivered in writing in the County-required format, within the schedule set forth herein or otherwise established by the County Security Operations Manager or required by an applicable Service Request or Work Order, and conforming to the County level of detail and quality requirements and guidelines. All reporting by Supplier in connection with a Security Incident shall require and be subject to Approval by the County CISO or his or her designated representative.



EXHIBIT B.2 (FORM OF TYPE 1 WORK ORDER) – REVISION 2

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT B.2**FORM OF TYPE 1 WORK ORDER**

This Exhibit B.2 (Form of Type 1 Work Order) (“**Work Order**”) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services.

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where “CY” is the abbreviation for “Contract Year,” “x” is the Contract Year as of the Effective Date of this Work Order (i.e., “1” for Work Orders with an Effective Date during the first Contract Year), and “yyy” is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., “001,” “002”, etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier’s performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. “The Services provided by Supplier under this Work Order will enable the County to: ...”]

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

[Identify the type of work that will be provided under this Work Order.]

- ☐ NRI only Work Order (for Work Orders that do not include BAU elements)
- ☐ NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)
- As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

7.1. Targeted Resource Order

[In addition to the above, if the Services under this Work Order include Targeted Resource Order Services pursuant to Section 2.12.8 (Targeted Resource Orders) of the Agreement, check the box and complete the table below.]

- ☐ Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Enter titles of Targeted Resource Order resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>	<i>[Enter location of Services performance]</i>
<i>[Add additional rows for additional resources.]</i>	...	...	...	...

8. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>
County Budget Info	<i>[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

10. PROJECT SCHEDULE

[Add or attach the project schedule for the Services under this Work Order, including the dates and tasks for Supplier's delivery of the Deliverables and Milestones set forth below.]

No.	Task	Start Date	End Date	Duration
1.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	<i>[Insert the maximum cumulative Charges that County may incur under this Work Order through the Term of the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Charges must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval. As to all other Work Orders acquired as a Type 1 Work Order,</i>

PRICING SUMS	
	<i>the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]</i>
Key Milestone Charges	<i>[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Charges for the Project components of the Work Order (i.e., all one-time Charges which shall be paid pursuant to Supplier's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]</i>
Deliverables At-Risk Amount	<i>[As to any Work Order that includes Key Deliverables, the Deliverables At-Risk Amount is fifteen percent (15%) of the Maximum Project Charges above.]</i>

12. SERVICES

[This section should concisely communicate the Services to be completed by Supplier, including an identification of the tasks necessary to support the Project. This Section 12 (Services) should set forth any additional Service Level Requirements for the Supplier in connection with this Work Order, as applicable.]

13. ACCEPTANCE CRITERIA

Unless explicitly provided in this Work Order, the Acceptance Criteria shall be as defined in the Agreement.

[Optional: List any additional Acceptance Criteria that applies and any required Acceptance Testing.]

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly Project status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Other (provide description):

15. ADDITIONAL REQUIREMENTS

[Identify additional Requirements as applicable. An example might be “County to provide license for xxx” where xxx is the name of a software module that County has determined is required for Supplier to deliver the Services.]

16. DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order, and specify (i) the Deliverables that are Key Deliverables, (ii) the dates for Supplier's delivery of the Deliverables, (iii) the Acceptance Criteria for the Deliverables, and (iv) the Weighting Factors applicable to the Key Deliverables.]

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	<i>[Insert Deliverable name.]</i>	<i>[Insert "Y" or "N" as applicable.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> <i>[Identify the Acceptance Criteria required to achieve this Deliverable.]</i> 	<p>—%</p> <p><i>[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]</i></p>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	...	<ul style="list-style-type: none"> ...	—%

* The sum of this column should equal one-hundred percent (100%).

17. MILESTONES

[Identify and describe the Milestones to be delivered by Supplier under this Work Order, and specify (i) the Milestones that are Key Milestones, (ii) the dates for Supplier's delivery of the Milestones, (iii) the Deliverables required to achieve each Milestone, and (iv) the other applicable information in the fields below as to the Key Milestones.]

MILESTONES									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1.	<i>[Insert Milestone name.]</i>	<i>[Insert "Y" or "N" as applicable.]</i>	<i>[Insert Milestone Date.]</i>	<ul style="list-style-type: none"> <i>[List the Deliverables required to achieve this Milestone.]</i> 	<i>[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 11 (Pricing Sums), above.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left.]</i>	<i>[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left, divided by the amount specified in the "Key Milestone Scheduled Duration (Months)" column, to the left.]</i>
2.	<i>[Add additional rows for additional Milestones.]</i>	...	...	<ul style="list-style-type: none"> ...	—%	\$—	\$—	—	\$—

* The sum of this column should equal one-hundred percent (100%).

18. KEY MILESTONES PAYMENTS TABLE

[Optional: Include a Key Milestones payments table in the format provided under Exhibit P.1.2 (Fixed Transition-In Fee Payments). An example is provided below.]

Month No.	Month	Finalize Project Design	Finalize Project Build, Deploy, and Test	Final Acceptance	Total (Monthly Fixed Fee)
Milestone Allocation		—%	—%	—%	—%
Total Milestone Payments		\$—	\$—	\$—	\$—
Milestone Duration (Months)		—	—	—	
Milestone Monthly Payment		\$—	\$—	\$—	
Milestone Holdback Amount		\$—	\$—	\$—	
Key Deliverables		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	September 20XX	\$—			\$—
Key Milestone Approval – Finalize Project Design		\$—			-
2.	October 20XX		\$—		\$—
Key Milestone Approval – Finalize Project Build, Deploy, and Test			\$—		-
3.	November 20XX			\$—	\$—
Key Milestone Approval – Final Acceptance				\$—	-

19. INVOICING**19.1. Charges**

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Not to Exceed, Time and Materials, Pass Through Plus Mark-Up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[Option 1 – Fixed Fee]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$ [REDACTED] (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$ [REDACTED] (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 3 – Time and Materials]

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$ [REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Finalize Project Design							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	10.00	7.1%	\$1,457.20
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	100.00	71.4%	\$15,031.00
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	20.00	14.3%	\$2,524.20
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	10.00	7.1%	\$1,078.50
Milestone Totals					140.00	100.0%	\$20,090.90
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	20.00	5.7%	\$2,914.40
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	75.00	21.4%	\$11,273.25
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	200.00	57.1%	\$25,242.00
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	55.00	15.7%	\$5,931.75
Milestone 2 Totals					350.00	100.0%	\$45,361.40
Est. Total Labor					490.00	-	\$65,452.30
Fixed Fee Charges					-	-	\$65,452.30

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$ [REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide

written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.		8	\$4,512.00	\$36,096.00	\$38,622.72
2.		3	\$979.00	\$2937.00	\$3,142.59
Total Pass Through Plus Mark-Up Charges				\$39,033.00	\$41,765.31

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

19.3. Pass Through Expenses

[Identify any expenses that Supplier may pass through to County as part of the Services under this Work Order pursuant to the terms of the Agreement.]

No.	Line Item	Pass Through Expenses
1.	Shipping	\$642.00
2.	Shipping	\$178.00
Total Pass Through Expenses Charges		\$820.00

20. ATTACHMENTS

[As needed, specify attachments to this Work Order to further clarify the Services to be completed, e.g. project plans developed using Microsoft Project, resumes of Supplier Personnel, etc.]

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval, and any changes to the terms of this Work Order shall be subject to Section 40.21 (Amendment of Agreement) of the Agreement.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel (except for Approved travel pursuant to Section 9(H) of Exhibit P (Pricing)), entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION

Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

**Science Applications International Corporation
(SAIC)**

County of Orange

Signature: _____
Authorized Representative

Signature: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B.3 (FORM OF TYPE 2 WORK ORDER) – REVISION 3

TO THE

MANAGED SERVICES NETWORK, VOICE AND SECURITY AGREEMENT

EXHIBIT B.3**FORM OF TYPE 2 WORK ORDER**

This Exhibit B.3 (Form of Type 2 Work Order) ("**Work Order**") is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter "**Agreement**") entered into by and between County of Orange ("**County**") and Science Applications International Corporation (SAIC) ("**Supplier**") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit B.3 (Form of Type 2 Work Order).

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where "CY" is the abbreviation for "Contract Year," "x" is the Contract Year as of the Effective Date of this Work Order (i.e., "1" for Work Orders with an Effective Date during the first Contract Year), and "yyy" is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., "001," "002", etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier's performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. "The Services provided by Supplier under this Work Order will enable the County to: ..."]

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

[Identify the type of work that will be provided under this Work Order.]

- ☐ NRI only Work Order (for Work Orders that do not include BAU elements)
- ☐ NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)
- As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

7.1. Targeted Resource Order

[In addition to the above, if the Services under this Work Order include Targeted Resource Order Services pursuant to Section 2.12.8 (Targeted Resource Orders) of the Agreement, check the box and complete the table below.]

- ☐ Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Enter titles of Targeted Resource Order resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>	<i>[Enter location of Services performance]</i>

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Add additional rows for additional resources.]</i>

8. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>
County Budget Info	<i>[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

10. PROJECT SCHEDULE

[Add or attach the project schedule for the Services under this Work Order, including the dates and tasks for Supplier's delivery of the Deliverables and Milestones set forth below.]

No.	Task	Start Date	End Date	Duration
1.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	<i>[Insert the maximum cumulative Charges that County may incur under this Work Order through the Term of</i>

PRICING SUMS	
	<i>the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Charges must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval. As to all other Work Orders acquired as a Type 1 Work Order, the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]</i>
Key Milestone Charges	<i>[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Charges for the Project components of the Work Order (i.e., all one-time Charges which shall be paid pursuant to Supplier's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]</i>
Deliverables At-Risk Amount	<i>[As to any Work Order that includes Key Deliverables, the Deliverables At-Risk Amount is fifteen percent (15%) of the Maximum Project Charges above.]</i>

12. SERVICES

[This section should concisely communicate the Services to be completed by Supplier.]

12.1. Tasks

[Identify and describe the tasks necessary to support the Project, including (a) a description of all subtasks and deliverables; (b) resources required for tasks (with names for the critical resources detailed whenever possible); (c) estimated hours per task; and (d) scheduled beginning and end dates.]

Phase 1 ([Title]) <i>[Identify the project phase in which the work will be completed, as applicable.]</i>			
Task 1 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
<i>[Insert the task description]</i>			
Subtask 1.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>			
Deliverable 1.1 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>			
Subtask 1.2 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>			

	Deliverable 1.2 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>		
	...		
Task 2 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
	<i>[Insert the task description]</i>		
	Subtask 2.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
	...		

12.2. Service Level Requirements

[Optional: Indicate any additional Service Levels Requirements for the Services.]

12.3. Training

[Optional: Describe training to be provided by Supplier.]

12.4. Assets

[Optional: List all Software, Network Components, and other Assets to be provided by Supplier under this Work Order and the specifications and other Requirements for such Software, Network Components, and other Assets.]

12.4.1. Software

[List all Software to be provided by Supplier under this Work Order, identified by module (including interfaces to be developed and delivered by Supplier, operating systems, software embedded in any Equipment etc.)]

12.4.2. Network Components

[List all Network Components to be provided by Supplier under this Work Order, including delivery and installation locations and other Requirements.]

12.4.3. Equipment and Other Assets

[List all Equipment and other Assets to be provided by Supplier under this Work Order, including delivery and installation locations and other Requirements.]

12.4.4. Sunset Activities

[List all Software, Network Components, and other Assets that are being sunset as a result of this Work Order.]

No.	Asset Description	Affected Authorized Users	Affected Eligible Customers	Committe d Sunset Date	Write-off or Accelerate Depreciation?	Book Value	Annual Cost of Support / Maintenance
1.
2.

12.5. Risks and Risk Mitigation

[Identify likely risks that could impact the project, including potential impacts to the project timeline, resources, and costs.]

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	<i>[Enter potential Project risks]</i>	<i>[Enter the mitigation strategy and/or contingency plans]</i>	<i>[Enter the probability of the risk materializing]</i>	<i>[Enter the consequence should the risk materialize (timeline extension, additional resource requirements, etc.)]</i>	<i>[Enter an estimate for the amount at risk]</i>
2.	...	...	...	...	...

13. ACCEPTANCE

13.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 16 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

[Optional: List any additional Acceptance Criteria that applies.]

13.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and as otherwise defined in the Agreement.

[Optional: List any additional Acceptance Testing for the Services under this Work Order that County shall perform. Note that Section 19 (Installation and Acceptance Tests) of the Agreement specifies the following Acceptance Tests:

“Initial Component Testing” to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements;

“Integrated Testing” to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications; and

“Final Testing” to test the same functionality as the Integrated Test using actual data from County’s day-to-day operations.]

13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

13.4. Final Acceptance Sign-Off Procedure

[Describe the project closing and sign off procedure.]

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly Project status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Other (provide description):

15. ADDITIONAL REQUIREMENTS

[Identify additional Requirements as applicable. An example might be “County to provide license for xxx” where xxx is the name of a software module that County has determined is required for Supplier to deliver the Services.]

16. DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order as described in Section 12.1 (Tasks), and specify (i) the Deliverables that are Key Deliverables, (ii) the dates for Supplier's delivery of the Deliverables, (iii) the Acceptance Criteria for the Deliverables, and (iv) the Weighting Factors applicable to the Key Deliverables.]

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	<i>[Insert Deliverable name.]</i>	<i>[Insert "Y" or "N" as applicable.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> <i>[Identify the Acceptance Criteria required to achieve this Deliverable. E.g. "Deliverable addresses all elements as described in Subtask [] under Section 12.1 (Tasks), above."]</i> 	<p>—%</p> <p><i>[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]</i></p>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	...	<ul style="list-style-type: none"> ...	—%

* The sum of this column should equal one-hundred percent (100%).

17. MILESTONES

[Identify and describe the Milestones to be delivered by Supplier under this Work Order, and specify (i) the Milestones that are Key Milestones, (ii) the dates for Supplier's delivery of the Milestones, (iii) the Deliverables required to achieve each Milestone, and (iv) the other applicable information in the fields below as to the Key Milestones.]

MILESTONES									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1.	<i>[Insert Milestone name.]</i>	<i>[Insert "Y" or "N" as applicable.]</i>	<i>[Insert Milestone Date.]</i>	<ul style="list-style-type: none"> <i>[List the Deliverables required to achieve this Milestone.]</i> 	<i>[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 11 (Pricing Sums), above.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left.]</i>	<i>[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]</i>	\$— <i>[If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the "Key Milestone Allocation (Dollars)" column, to the left, divided by the amount specified in the "Key Milestone Scheduled Duration (Months)" column, to the left.]</i>
2.	<i>[Add additional rows for additional Milestones.]</i>	...	...	<ul style="list-style-type: none"> ...	—%	\$—	\$—	—	\$—

* The sum of this column should equal one-hundred percent (100%).

18. KEY MILESTONES PAYMENTS TABLE

[Optional: Include a Key Milestones payments table in the format provided under Exhibit P.1.2 (Fixed Transition-In Fee Payments). An example is provided below.]

Month No.	Month	Finalize Project Design	Finalize Project Build, Deploy, and Test	Final Acceptance	Total (Monthly Fixed Fee)
Milestone Allocation		—%	—%	—%	—%
Total Milestone Payments		\$—	\$—	\$—	\$—
Milestone Duration (Months)		—	—	—	
Milestone Monthly Payment		\$—	\$—	\$—	
Milestone Holdback Amount		\$—	\$—	\$—	
Key Deliverables		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	September 20XX	\$—			\$—
Key Milestone Approval – Finalize Project Design		\$—			-
2.	October 20XX		\$—		\$—
Key Milestone Approval – Finalize Project Build, Deploy, and Test			\$—		-
3.	November 20XX			\$—	\$—
Key Milestone Approval – Final Acceptance				\$—	-

19. INVOICING**19.1. Charges**

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Not to Exceed, Time and Materials, Pass Through Plus Mark-Up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[Option 1 – Fixed Fee]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$ [REDACTED] (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$ [REDACTED] (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 3 – Time and Materials]

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$[REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Finalize Project Design							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	10.00	7.1%	\$1,457.20
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	100.00	71.4%	\$15,031.00
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	20.00	14.3%	\$2,524.20
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	10.00	7.1%	\$1,078.50
Milestone Totals					140.00	100.0%	\$20,090.90
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	20.00	5.7%	\$2,914.40
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	75.00	21.4%	\$11,273.25
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	200.00	57.1%	\$25,242.00
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	55.00	15.7%	\$5,931.75
Milestone 2 Totals					350.00	100.0%	\$45,361.40
Est. Total Labor					490.00	-	\$65,452.30
Fixed Fee Charges					-	-	\$65,452.30

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$[REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide

written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.		8	\$4,512.00	\$36,096.00	\$38,622.72
2.		3	\$979.00	\$2937.00	\$3,142.59
Total Pass Through Plus Mark-Up Charges				\$39,033.00	\$41,765.31

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

19.3. Pass Through Expenses

[Identify any expenses that Supplier will pass through to County as part of the Services under this Work Order pursuant to the terms of the Agreement, e.g. shipping costs.]

No.	Line Item	Pass Through Expenses
1.	Shipping	\$642.00
2.	Shipping	\$178.00
Total Pass Through Expenses Charges		\$820.00

20. ATTACHMENTS

[As needed, specify attachments to this Work Order to further clarify the Services to be completed, e.g. project plans developed using Microsoft Project, resumes of Supplier Personnel, etc.]

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval by the CIO or his or her designee. Any increase in price to a Type 2 Work Order will require written approval from the County's Board.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel (except for Approved travel pursuant to Section 9(H) of Exhibit P (Pricing)), entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION

Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

**Science Applications International Corporation
(SAIC)**

County of Orange

Signature: _____
Authorized Representative

Signature: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

David Obrand, Deputy County Counsel



EXHIBIT B.4 (FORM OF NO CHARGE WORK ORDER) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT B.4**FORM OF NO CHARGE WORK ORDER**

This Exhibit B.4 (Form of No Charge Work Order) (“**Work Order**”) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit B.4 (Form of No Charge Work Order).

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where “CY” is the abbreviation for “Contract Year,” “x” is the Contract Year as of the Effective Date of this Work Order (i.e., “1” for Work Orders with an Effective Date during the first Contract Year), and “yyy” is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., “001,” “002”, etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier’s performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. “The Services provided by Supplier under this Work Order will enable the County to: ...”]

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project's progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

This Work Order is a No Charge Work Order pursuant to Section 2.12.5 (No Charge Work Orders) of the Agreement.

8. COUNTY SPONSOR AND ORIGINATING SERVICE REQUEST

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

10. PROJECT SCHEDULE

[Add or attach the project schedule for the Services under this Work Order, including the dates and tasks for Supplier's delivery of the Deliverables and Milestones set forth below.]

No.	Task	Start Date	End Date	Duration
1.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. SERVICES

[This section should concisely communicate the Services to be completed by Supplier.]

11.1. Tasks

[Identify and describe the tasks necessary to support the project, including (a) a description of all subtasks and deliverables; (b) resources required for tasks (with names for the critical resources detailed whenever possible); (c) estimated hours per task; and (d) scheduled beginning and end dates.]

Phase 1 ([Title]) <i>[Identify the project phase in which the work will be completed, as applicable.]</i>			
Task 1 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
	<i>[Insert the task description]</i>		
	Subtask 1.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
	Deliverable 1.1 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>		
	Subtask 1.2 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
	Deliverable 1.2 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>		
	...		
Task 2 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
	<i>[Insert the task description]</i>		

	Subtask 2.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>
	...

11.2. Service Level Requirements

[Optional: Indicate any additional Service Levels Requirements for the Services.]

11.3. Training

[Optional: Describe training to be provided by Supplier.]

11.4. Assets

11.4.1. Sunset Activities

[List all Software, Network Components, and other Assets that are being sunset as a result of this Work Order.]

No.	Asset Description	Affected Authorized Users	Affected Eligible Customers	Committed Sunset Date	Write-off or Accelerate Depreciation?	Book Value	Annual Cost of Support / Maintenance
1.
2.

11.5. Risks and Risk Mitigation

[Identify likely risks that could impact the project, including potential impacts to the project timeline, resources, and costs.]

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	<i>[Enter potential Project risks]</i>	<i>[Enter the mitigation strategy and/or contingency plans]</i>	<i>[Enter the probability of the risk materializing]</i>	<i>[Enter the consequence should the risk materialize (timeline extension, additional resource requirements, etc.)]</i>	<i>[Enter an estimate for the amount at risk]</i>
2.	...	...	...	...	...

12. ACCEPTANCE

12.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 15 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

[Optional: List any additional Acceptance Criteria that applies.]

12.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and as otherwise defined in the Agreement.

[Optional: List any additional Acceptance Testing for the Services under this Work Order that County shall perform. Note that Section 19 (Installation and Acceptance Tests) of the Agreement specifies the following Acceptance Tests:

“Initial Component Testing” to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements;

“Integrated Testing” to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications; and

“Final Testing” to test the same functionality as the Integrated Test using actual data from County’s day-to-day operations.]

12.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

12.4. Final Acceptance Sign-Off Procedure

[Describe the project closing and sign off procedure.]

13. PROJECT REPORTS

Provide the following reports as provided in Exhibit A.1 (Integrated Requirements):

- Weekly Project Status Reports (Exhibit A.1 (Integrated Requirements) – Table 3 (Supplier Project Manager Responsibilities))
- Project Kickoff Event Summary Report (Exhibit A.1 (Integrated Requirements) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project Close-Out Cost and Key Learning Report (Exhibit A.1 (Integrated Requirements) – Table 6 (Project Close Responsibilities))
- As needed written reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements) – Table 3 (Supplier Project Manager Responsibilities))
- Other (provide description):

14. ADDITIONAL REQUIREMENTS

[Identify additional Requirements as applicable. An example might be “County to provide license for xxx” where xxx is the name of a software module that County has determined is required for Supplier to deliver the Services.]

15. DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order as described in Section 11.1 (Tasks), and specify (i) the dates for Supplier's delivery of the Deliverables, and (ii) the Acceptance Criteria for the Deliverables.]

DELIVERABLES			
No.	Deliverable Name	Deliverable Date	Acceptance Criteria
1.	<i>[Insert Deliverable name.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> <i>[Identify the Acceptance Criteria Required to Achieve this Deliverable. E.g. "Deliverable addresses all elements as described in Subtask [] under Section 11.1 (Tasks), above."]</i>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	<ul style="list-style-type: none"> ...

16. MILESTONES

[Identify and describe the Milestones to be delivered by Supplier under this Work Order, and specify (i) the dates for Supplier’s delivery of the Milestones, and (ii) the Deliverables required to achieve each Milestone.]

MILESTONES			
No.	Milestone Name	Milestone Date	Included Deliverables
1.	<i>[Insert Milestone name.]</i>	<i>[Insert Milestone Date.]</i>	▪ <i>[List the Deliverables Required to Achieve this Milestone.]</i>
2.	<i>[Add additional rows for additional Milestones.]</i>	...	▪ ...

17. ATTACHMENTS

[As needed, specify attachments to this Work Order to further clarify the Services to be completed, e.g. project plans developed using Microsoft Project, resumes of Supplier Personnel, etc.]

18. CHANGES

No changes to this Work Order shall be effective without prior County Approval, and any changes to the terms of this Work Order shall be subject to Section 40.21 (Amendment of Agreement) of the Agreement.

19. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel (except for Approved travel pursuant to Section 9(H) of Exhibit P (Pricing)), entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation County of Orange
(SAIC)

Signature: _____	Signature: _____
Authorized Representative	Authorized Representative

Name: _____	Name: _____
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Title: _____	Title: _____
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Date: _____	Date: _____
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EXHIBIT C (SERVICE MANAGEMENT AND LIFE CYCLE SERVICES TOOLS) –
REVISION 3
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT C**SERVICE MANAGEMENT AND LIFE CYCLE SERVICES TOOLS**

Process	Product Name	Functions and Features	County Service Area
IT Service Management and Life Cycle Services Tools			
Project Management	[REDACTED]	[REDACTED]	[REDACTED]
SLR Monitoring & Reporting	[REDACTED]	[REDACTED]	[REDACTED]
Asset Management	[REDACTED]	[REDACTED]	[REDACTED]
Knowledge Management	[REDACTED]	[REDACTED]	[REDACTED]
Capacity and Availability Management Monitoring/Trending/Reporting	[REDACTED]	[REDACTED]	[REDACTED]
Incident/Problem Management Tracking	[REDACTED]	[REDACTED]	[REDACTED]
Root Cause Analysis ("RCA")	[REDACTED]	[REDACTED]	[REDACTED]
Configuration Management	[REDACTED]	[REDACTED]	[REDACTED]
Change Management and Scheduling	[REDACTED]	[REDACTED]	[REDACTED]

Process	Product Name	Functions and Features	County Service Area
Service Requests Management			
Network Management Software			
SNMP Monitoring of Network Devices			
WAN Circuit Monitoring			
LAN Port Monitoring			
DNS/DHCP/IPAM Tool			
VPN / Remote Access			
Remote Access Authentication			
Netflow Data Collection, Reporting & Monitoring			
Network Environment Monitoring (e.g., Circuits, Devices, and Traffic)			
Network Utilization Monitoring			
Firewall/DMZ/Internet Infrastructure Performance Monitoring			
Web Content / URL Filtering			
Security Intrusion Prevention and Detection			
Network Availability			
Network Performance			

Process	Product Name	Functions and Features	County Service Area
Gateway Content Filtering of Email	[REDACTED]	[REDACTED]	[REDACTED]
Configuration / Change Management	[REDACTED]	[REDACTED]	[REDACTED]
Voice Communication Software			
Voice Communication	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Voice Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
Voice User Provisioning	[REDACTED]	[REDACTED]	[REDACTED]
Security Tools			

Process	Product Name	Functions and Features	County Service Area
Testing Tools	[REDACTED]	[REDACTED]	[REDACTED]
Security Operations and Management	[REDACTED]	[REDACTED]	[REDACTED]
Incident/Problem Management and Tracking	[REDACTED]	[REDACTED]	[REDACTED]
Risk Management/Compliance Management	[REDACTED]	[REDACTED]	[REDACTED]
Security Vulnerability & Penetration	[REDACTED]	[REDACTED]	[REDACTED]
Gateway Content Filtering of Email	[REDACTED]	[REDACTED]	[REDACTED]
Security Intrusion Detection	[REDACTED]	[REDACTED]	[REDACTED]
Web Content Filtering	[REDACTED]	[REDACTED]	[REDACTED]
Electronic Mail Protection	[REDACTED]	[REDACTED]	[REDACTED]
Privileged Access Management (PAM)	[REDACTED]	[REDACTED]	[REDACTED]
Distributed Denial of Services (DDOS)	[REDACTED]	[REDACTED]	[REDACTED]
Web Applications Firewall (WAF)	[REDACTED]	[REDACTED]	[REDACTED]
Threat Intelligence	[REDACTED]	[REDACTED]	[REDACTED]
Data Loss Prevention	[REDACTED]	[REDACTED]	[REDACTED]

Process	Product Name	Functions and Features	County Service Area
Digital Investigation (Forensics)	[REDACTED]	[REDACTED]	[REDACTED]



EXHIBIT H.1 (SERVICE LEVEL REQUIREMENTS TABLE) – REVISION 5

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT H.1

SERVICE LEVEL REQUIREMENTS TABLE

This Exhibit H.1 (Service Level Requirements Table) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange (“County”) and Science Applications International Corporation (SAIC) (“Supplier”), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. Capitalized terms used in this Exhibit H.1 (Service Level Requirements Table) shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein.

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
IT Service Management & Life Cycle Services (Transaction Based)												
SLR 1	Optional Work Proposal Response (e.g., timelines, deliverables, pricing, assumptions and constraints, comprehensive and complete written documentation, and required Supplier authorized approvals).	Time to deliver Optional Work Proposal Response ("OWPR").	Ten (10) Business Days, unless County Approves another date for delivery of the OWPR upon contact by Supplier of the County requestor to acknowledge receipt of the request. SLR pertains to NRI Work Orders only.	100%	Monthly	Monthly	100 x (Total number of OWPR delivered by Supplier on or before the OWPR Deadline during the Month/total number of Optional Work proposals due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the delivery date and time.	None	2%	2%	2%
SLR 2	Work Order Acknowledgement and Time Estimate	Time to contact County Requester of any Optional Work proposal.	Three (3) Business Days to acknowledge receipt of the request and provide an initial time estimate for Supplier's completion of the OWPR. Any agreement by the County requestor on a date for delivery of the OWPR will be reported in the County-provided Service Management System (currently [REDACTED] or via County-provided email(s) which document the acknowledgement. SLR pertains to NRI Work Orders only	100%	Monthly	Monthly	100 x (Total number of Work Order Acknowledgements/Time Estimates delivered by Supplier on or before the deadline during the Month/total number of Work Order Acknowledgements/Time Estimates due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the acknowledgement.	None	1%	1%	1%
SLR 3	Services Implementation	Time to Implement Services	Complete implementation of the Services by the County-Approved deadline provided to Supplier in writing in Service Request within [REDACTED] If the County causes a delay in implementation, the	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a	Monthly	Monthly	100 x (Total number of implementations completed by the County-Approved deadline within the month/Total number of implementations due to be completed by the County-Approved deadline during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the project completion.	None	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			County-Approved deadline will be extended by the number of Business Days between the Business Day upon which the County-caused delay began and the Business Day upon which the County-caused delay ended. SLR pertains to NRI Work Orders and no cost BAU Work Orders.	miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.								
SLR 4	Service Request Disposition	Time to assign Service Request	Disposition of Service Request within 1 Business Day of receipt by Supplier of the Service Request, unless otherwise Approved by County (the “ SR Disposition ”). For purposes of this SLR, “disposition” means assignment to the appropriate resolver queue, e.g. Work Order, IMAC, Network Change, firewall change, etc.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Service Requests disposed by the SR Disposition within the month/Total number of Service Requests due to be disposed by the SR Disposition during that same month)	County-provided Service Management System (currently [REDACTED])	None	3%	3%	3%
SLR 5	Category P1 and P2 events resulting from Supplier error Basis for evaluation will be the outcome associated with the RCA.	Performance Measured Monthly in Aggregate	24x7x365	1% of all P1 and P2 incidents Transaction Range Amount of Failures that Cause SLR Miss For 0-25: 2 or more Failures causes an SLR miss For 26-50: 3 or more Failures causes an SLR miss For 51-75: 4 or more Failures causes an SLR miss For 76-100: 5 or more Failures causes an SLR miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monitor Continuously, Measure Monthly	Monthly	X / Y Where: X = the total number of P1 and P2 incidents resulting from Supplier error in the Reporting Period, and Y = the total number of P1 and P2 incidents in the Reporting Period. All P1 and P2 incidents each month will be classified pursuant to County’s review of Supplier’s P1 and P2 Root Cause Analyses. The total number of events found to be caused by Supplier error will used to determine pass or fail of this SLR.	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	7%	5%	7%
System Software Refresh and Updates (Transaction Based) Supplier will perform System Software Version or major release modification and unlimited service pack/minor release modifications and patch modifications per installed system as available from manufacture and Approved by the County for application compatibility.												

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 6	Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Identify and perform within [REDACTED] as directed and Approved by the County or per County Approved project schedule. Subject to Change Management procedures.	100%	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of July 31, 2020. All new critical releases identified after the Cisco Assessment performed in July 2019 and during the Ramp-Up Period will be subject to the SLR Performance Target criteria.	5%	5%	5%
SLR 7	Deploy Non-Emergency Maintenance Release (e.g., XYZ Version 8.1.5 to XYZ Version 8.1.6)	Time to deploy	Identify and perform within [REDACTED] following availability of release for deployment or per County Approved project schedule. Subject to Change Management procedures.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of July 31, 2020.* *As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	3%	3%	3%
SLR 8	Deploy Enhancement Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to deploy	Identify and perform within [REDACTED] after notification by County or per County Approved project schedule.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of July 31, 2020.	3%	3%	3%
SLR 9	Deployment of Major Release Updates (e.g., XYZ Version 8 to XYZ Version 9)	Time to notify and subsequently deploy	Identify and notify County within [REDACTED] of the availability of the Major Release Update and, in the case the County notifies Supplier of request to deploy such update, Supplier to perform within [REDACTED] after receipt of notice	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of July 31, 2020.* * As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			by County of request to deploy or per County Approved project schedule.	normal percentage calculation.								
Incident Resolution (Transaction Based)												
SLR 10	Time to Notify County of a Priority 1 or 2 Incident and impact to the affected agencies. This will be the existing basic notification to the OCIT distribution list that includes the CI (Equipment impacted) and Agency information	Time to Respond	<15 minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of all successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	1%	1%	1%
SLR 11	Red, Yellow & Green Notification ("R-Y-G Notifications") Time to Notify County of a Priority 1 or 2 Targeted, Agency Specific Incident with Business Impact and Information on What Is Being Done to Address with RYG Status Provided to OCIT and the Affected Agency or Agencies.	Time to Respond with Required Information	Every sixty (60) minutes (during business & extended hours) for recurring notifications, until point of resolution subject to the major Incident handling procedure ("R-Y-G notification process").	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	5%	7%
SLR 12	Time to Notify County of a Priority 3 or 4 Incident. This is the County-provided Service Management System (currently [REDACTED] with automated notification upon ticket creation.	Time to Respond	Less than thirty (30) minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	4%	4%	4%
SLR 13	Incident Resolution - Priority Level 1	Time to Resolve	Less than (3) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.*	15%	15%	15%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.					* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 14	Incident Resolution - Priority Level 2	Time to Resolve	Less than (7) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	15%	13%	15%
SLR 15	Incident Resolution - Priority Level 3	Time to Resolve	Less than (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	5%	10%
SLR 16	Incident Resolution - Priority Level 4	Time to Resolve	Less than three (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	3%	2%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
									Readiness, or (2) September 1, 2019.			
SLR 17	Draft Root Cause Analysis ITIL FORM	Time to provide draft Root Cause Analysis report	By no later than the next Business Day following Incident Resolution for Priority Level 1 or 2	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful Draft RCA Reports provided within the performance target during a month/total number of draft RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	6%	5%	5%
SLR 18	Final Root Cause Analysis	Time to provide final Root Cause Analysis report that includes, at a minimum: 1) Complete assessment of impacted Services; 2) Explanation of root cause and CI impacted; and 3) Detailed plan to prevent future occurrences.	Within five (5) Business Days of Incident Resolution for Priority Level 1 or 2 or within the time frame Approved by the County. The Service Ticket will be placed in pending Status at the time the RCA is submitted to the County for review, and taken out of pending Status once the County's review is finished.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful final RCA reports provided within the performance target during a month/total number of final RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	9%	7%	7%
SLR 18.1	Success of Final Root Cause Analysis Recommended Actions	Impact of uncompleted agreed to corrective action	Reoccurrence of a Problem, shown by a subsequent RCA report to have been solely caused by Supplier's failure to implement a Supplier's corrective action(s) by the mutually agreed to date identified in the final RCA report for the initial Problem.	100%	Monthly	Monthly	One hundred percent of final RCA report corrective actions that are not implemented by Supplier by the date mutually agreed to by the Parties shall not be the sole cause of a reoccurrence of a Problem documented by an RCA		N/A	5%	5%	5%
Backup and Restoration (Transaction Based) Supplier shall implement and maintain backup and restoration capabilities for specified Functional Service Area data, applications, and component configurations as defined in the column labeled "Infrastructure Device or Component" in Exhibit H (Service Level Requirements). Supplier shall perform backups and retain configuration files according to the column labeled "Backup and Retention of Configuration Files" in Exhibit H (Service Level Requirements). Supplier shall perform error and omission-free backups according to the column labeled "Retention of Log Files and Application data" in Exhibit H (Service Level Requirements). Upon Service Request submission, Supplier shall execute recovery procedures to restore the device type configuration files, log files, or application data. Supplier shall continually monitor backup jobs and immediately identify, and fix any failures to ensure successful reruns to meet frequency Requirements.												

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 19	Backup of Management Tools Configuration and Database, and Backup of Device Configurations.	Successful backup and storage	Daily/Incremental Backup completion within 24 hours. Weekly/Monthly Full Backup completion within 48 hours or prior to next business day start of Daily/Incremental Backups	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Native Backup System Reporting Tools	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 20	Production Data Restore Requests. (Transactional)	Completion time for data thirty (30) Calendar Days old or less	Commence restoration ≤ 8 Business Hours from County request. Device configuration data available ≤ 30 minutes when requested for Incident response and Resolution.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful restorations completed during a month/total number of all restorations due to be completed during the same month)	County Approved tool that provides logging data.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
Asset Tracking and Management (Transaction Based) Within five (5) Business Days after the first Business Day of each calendar quarter. Supplier shall select a statistically valid sample (recommend 10% of total Assets), based on the Approved Asset Management report, and in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Supplier compliance with the following SLR pertaining to the accuracy of individual data elements in the Asset tracking database. Accuracy of data shall adhere to the following SLR.												
SLR 21	Accuracy of Data Elements in Asset Tracking Database with the following fields: <div></div>	Accuracy and Completeness of Data	Sample size of one hundred percent (100%) of the entire Asset Tracking Database based on the applicable data fields in which the County will select a random sampling one percent (1%) of the defined data elements for verification. Parties agree to develop a process for randomly selecting the one percent (1%) to be included in the Policies, Standards and Procedure Manual.	97%	Quarterly	Quarterly This SLR is applicable for the months of January, April, July, and October	100 x (Total number of audited data elements that are accurate/Total number of audited data elements).	Single CMDB that reports on all reportable items. (Asset information will be consolidated into the County <div>Asset Management System)</div>	Ramp-Up Period ends June 30, 2019.	N/A	10%	N/A

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
	<div>██████████</div> <div>Accuracy of Circuit Component Information in Asset Tracking Database with the following fields:</div> <div>██████████</div> <div>* Supplier will load data the County provides for this attribute as provided by County, where applicable. The presence/absence of this data will NOT be factored into the SLR calculation.</div>		County will notify Supplier within seventy-two (72) hours after receipt of the Asset Tracking Database submission as to which sites the County will audit.									
Service Management and Life Cycle Management Tools System availability of tools proposed in the delivery of Services and the Web Portal for real time display of system output. SLR is applicable to tools that provide real time and periodic reporting, data, and information on the Supplier-Managed environment.												
SLR 22	Service Management and Life Cycle Management Tools, including, but not limited to: • ██████████ • ██████████ • ██████████ • ██████████ • ██████████ • ██████████ • ██████████	System Availability	Per number of Days in monthly Measuring Intervals and Reporting Periods defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements).	99.90%	Monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of IT Service Management and Life Cycle Management Tools - total Outages of IT Service Management and Life Cycle Management Tools that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of the total Availability of hours for tools listed column 1 of this SLR for that month	County-provided Service Management System (currently ██████████ Priority Incident Tracker and Final RCA.	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	7%	7%	7%
SLR 23	Collection of Syslog from Managed Devices	Completeness of data collection	Sample size of one hundred percent (100%) of the managed devices in which the County will select a random sampling one percent (1%) of the defined devices for verification. County will	99.00%	Monthly	Monthly	100 x (Total number of audited Managed devices that are accurate/Total number of audited Managed devices)	Single repository that collects Syslog data from all reportable Managed devices	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			look up Syslog data for the selected sample of devices, and if no data exists for that device, it is considered a failure.						ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
End User Scheduled Survey Supplier shall establish a mutually agreed upon Authorized User satisfaction survey, that may be facilitated by a third party and designed with County and Supplier input. Supplier shall supply County semiannual reports of County Authorized User satisfaction, integrating the results of ongoing Authorized User satisfaction surveys for each IT Service Area. Upon delivery of each such report, the Parties shall meet to jointly identify any areas of Authorized User dissatisfaction. The Supplier shall prepare a project plan with County's input and Approval to Resolve Authorized User dissatisfaction												
SLR 24	End User Scheduled Survey (conducted semi-annually)	End User satisfaction	End Users surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July.	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	10%
SLR 24.1	End User Scheduled Survey (conducted semi-annually) (CSAT Response) - initial response due by OCIT/Supplier Working Session - fourth Thursday of March and September	End User Satisfaction	Per schedule	85%	Semi-annual	Semi-annual	InitMeets% = IMetDeadline / TRespReq InitFail% = INotMetDeadline / TRespReq	County Survey Template	NA	10%	0%	0%
SLR 24.2	End User Scheduled Survey (conducted semi-annually) (CSAT Response) - Final response due by April 21st and October 21st	End User Satisfaction	Per schedule	100%	Semi-annual	Semi-annual	FinalMeets% = FMetDeadline / TRespReq	County Survey Template	NA	0%	10%	0%
SLR 25	County Program Management	Program Management Satisfaction	Those surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July. During the months in which this SLR applies, Supplier is solely responsible for reporting the results of this survey as a part of its monthly reporting for such month.	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
IMACs												
SLR 26	IMAC (1-5 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to two (2) Business Days of request or per mutually agreed-upon schedule	98% Transaction Range Amount of Failures that Cause SLR Miss 0-20 >1 = 2 Failures cause a miss 21-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 27	IMAC (6-10 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to three (3) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
SLR 28	IMAC (11-20 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to five (5) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 29	IMAC (21+ devices per request) This SLR applies to all County Locations	Elapsed time	Per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
Network Management												
Network Availability (Non Transaction) See Exhibit H (Service Level Requirements)												
SLR 30	WAN and Voice Availability at all [REDACTED] County Locations	Availability Measured monthly in the Aggregate	WAN and Voice available at all times during the Total Availability hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = \sum of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier I County Location TA = \sum of Total Availability Hours at every Tier I County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3	County-provided Service Management System (currently [REDACTED]) Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	11%	11%	11%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							(Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of “O” if at least one (1) applicable County Location is experiencing an Outage.					
SLR 31	LAN Availability at all █████ County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier I County Location $TA = \sum$ of Total Availability Hours at every Tier I County Location	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	9%	9%	9%
SLR 32	WAN and Voice Availability at all █████ County Locations	Availability measured monthly in aggregate	WAN and Voice available at all times during the Total Availability Hours at all Tier II County Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier II County Location $TA = \sum$ of Total Availability Hours at every Tier II County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019. * * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							(Service Level Requirements), and an Outage shall be determined for the calculation of “O” if at least one (1) applicable County Location is experiencing an Outage.					
SLR 33	LAN Availability at all █████ County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Class 2 Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier II County Location $TA = \sum$ of Total Availability Hours at every Tier II County Location	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	9%	7%	7%
SLR 34	WAN and Voice Availability at all █████ County Locations	Availability measured monthly in aggregate	WAN and Voice Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements)) at every Tier III County Location $TA = \sum$ of Total Availability Hours at every Tier III County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	7%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							determined for the calculation of “O” if at least one (1) applicable County Location is experiencing an Outage.					
SLR 35	LAN Availability at all █████ County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier III County Location TH = Total Hours for the month	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	5%	5%
SLR 36	Remote Access Availability at Locations of all Classes County provided Equipment & Software, limited to Services only	Availability measured monthly in aggregate	Remote Access Availability at all times during the Total Availability Hours at all County Locations of every class for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TH - O)/TH) Where: O = ∑ of (total Outages of Remote Access Availability - total Outages of Remote Access Availability that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TH = Total Hours for the month	County-provided Service Management System (currently █████ Priority Incident, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	3%	3%
SLR 37	Internet Access Availability at all Locations (i.e., this SLR represents the aggregate Availability of all infrastructure components required to provide Internet Services: Internet Circuits, Internet Routers, DNS, content filtering, and firewall).	Availability measured monthly in aggregate	Internet Availability at all times during the Total Availability Hours at all County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Internet Service - total Outages of Internet Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at all County Locations TA = ∑ of Total Availability Hours at all County Locations	County-provided Service Management System (currently █████ Priority Incident Tracker, Final RCA, and █████ Report	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	8%	10%
Converged Network Management												
Network Performance (Non-Transaction Based)												
Network performance includes the ability of the network components to deliver IT traffic timely and accurately.												
Measured packet size is █████.												
Network Performance SLRs shall be measured and calculated and reported based on measurements taken during Business Hours												
SLR 38	Network Transit Delay Monitoring and Proactive Management	Elapsed Time – round trip transit delay from ingress and egress ports on premise devices	≤50 ms	99%	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	95th percentile of (T2-T1) for Business hours defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements). Where: T1 = The time at which a packet	██████████ - By Site	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							leaves the egress premise for a site T2 = The time at which a packet arrives at the ingress premise for the same site Latency shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations.					
SLR 39	Packet Delivery Ratio across all WAN Links Monitoring and Proactive Management	Successful packet transmission	99.95%	99.90% (data loss ≤ 0.10%)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	$PDR = 1 - ((PS - PD)/PS)$ Where: PS = Total packets sent PD = Total packets delivered Packet Delivery Ratio shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations and $\Delta T = T_{i+1} - T_i$ (Δ is the time interval between packets at ingress) $\Delta T = T_{i+1'} - T_{i'}$ (Δ is the time interval between packets at egress)	<div></div> - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 40	Jitter across all WAN Links Monitoring and Proactive Management	Variation in timing, or time of arrival, of received packets	≤1.0 ms	99% (i.e., ≤1.0 ms)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for the Business Hours	Jitter = $\Delta T_i - \Delta T_{i'}$ Where: Jitter is for two (2) consecutive packets i and i+1 and, T_i = time 1st byte of packet is received by the source port (ingress time) T_{i+1} = time 1st byte of packet i+1 is received by the source port (ingress time) $T_{i'}$ = time 1st byte of packet is received by the destination port (egress time) $T_{i+1'}$ = time 1st byte of packet i+1 is received by the destination port (egress time) Jitter shall be measured at five (5) minute intervals per Business Day defined at Section 4.4	AppNeta or <div></div> - By Site Applies only after County procures Jitter Module and the module is installed, configured and validated (plus ramp-up)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							(Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements)at every County Location, and the failure to hit the Performance Target at any aggregate of all County Locations constitutes a failure to meet this SLR.					
Network Administration (Transaction Based)												
SLR 41	Network Capacity Monitoring 75% Utilization Alert	Network Capacity Monitoring seventy-five percent (75%) Utilization Alert	Report to County within two (2) hours whenever sustained ninety-fifth (95th) percentile avg. utilization reaches seventy-five percent (75%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components)	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.		Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 42	Network Capacity Monitoring 90% Utilization Alert	Proactive continuous monitoring of each Circuit and supporting Network Components and proactive notification to advise the County of need to increase capacity per County Requirements	Report to County within two (2) hours whenever sustained ninety-fifth (95 th) percentile avg. utilization reaches ninety percent (90%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components).	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.		Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 43	Implementation of Non-emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	Less than or equal to from the time the Service Request was submitted or per Approved County schedule/requirements. Note: Most changes do not have to be	95% Transaction Range Amount of Failures that cause SLR Miss 0-20 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of non-emergency firewall changes FE = Total number of TEs that the Supplier failed to	County-provided Service Management System (currently -Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			completed in a Maintenance Window. They can be implemented during the workday. Changes that will impact production or have downtime need to be identified as such with clear impact statements in order for the OCIT team to make an informed decision.	normal percentage calculation.			successfully complete within the Performance Target.					
SLR 44	Implementation of Emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	█ hours after County Approval or per Approved County schedule/requirements.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently █ -Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	8%	8%	8%
Content Filtering of Email (Non-Transaction Based)												
SLR 45	Timely update of SPAM and other Malware Signatures County-provided Equipment & Software, limited to Services only	Applying of signatures and definitions in the last thirty (30) Calendar Days	Apply signatures within no less than █ of release from manufacture	99%	Monitor continuously, measure monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of signatures or definitions released by the manufacture FE = Total number of TEs that the Supplier failed to successfully apply within the Performance Target	█	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
Security Intrusion Detection (Transaction Based) See Escalation Procedures listed in Exhibit W (County Policies, Procedures, and Guidelines)												
SLR 46	NIDS/IPS – Monitor for current attack signatures, retained for ninety (90) Calendar Days then archive for two (2) years	Provide report confirming that Supplier successfully monitored attack signatures on a 24x7x365 basis and archived logs for ninety (90) Calendar	Provide report no later than the fifteenth (15 th) of each Month.	100%	Monitor continuously, measure monthly	Monthly	Number of attach signatures monitored within performance target. 100 x (Total number of audited logs that are archived / Total number of attach signatures monitored for two (2) years)	NDIS █	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
		Days, then Archived for two (2) years										
SLR 47	NIDS/IPS – Review all positive Priority Level 1 and Priority Level 2 alerts and notify the County via the escalation procedures.	Elapsed time	The Local SOC will notify CISO through the Security Operations Manager on all positive reports when discovered.	99.9% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-1000 >4 = 5 Failures cause a miss Monthly measurement with 1001 or more Transactions will follow the normal percentage calculation.	Monitor continuously, measure monthly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	(b) (6), (b) (7)(C)	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
Voice Communications												
Voice Communications Service Availability (Non-transactional)												
SLR 48	Voice Messaging Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Voice Messaging Services - total Outages of Supplier Provided Voice Messaging Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Site TA = ∑ of Total Availability Hours per Voice Conferencing Services	(b) (6), (b) (7)(C) County-provided Service Management System (currently (b) (6), (b) (7)(C) Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	6%	6%	6%
SLR 49	Voice Conferencing Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Voice Conferencing Services - total Outages of Supplier Provided Voice Conferencing Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of Total Availability Hours at every Site	(b) (6), (b) (7)(C) County-provided Service Management System (currently (b) (6), (b) (7)(C) Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	3%	3%	3%
SLR 50	Call Center Services (e.g., (b) (6), (b) (7)(C))	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of	(b) (6), (b) (7)(C) County-provided Service	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Supplier Provided Call Center Service - total Outages of Supplier Provided Call Center Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of Total Availability Hours for Supplier Provided Call Center Service	Management System (currently [REDACTED] Priority Incident Tracker, and RCA	Readiness ² , or (2) September 1, 2019.			
Service Responsiveness (Transaction Based) The ability of the Supplier to respond to, process, and fulfill County-requested changes and reconfiguration of various services												
SLR 51	User Account Changes (including only those fields explicitly within the User Account as of the date that the SLR is calculated, including, for example, Telephone Number, Device Type, Name Change, Location Change, Password Change, Calling Restriction Level Change, etc.)	Elapsed time	≤ 4 Business Hours of request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of User Account Changes FE = Total number of User Account Changes that the Supplier failed to successfully complete within the Performance Target. • Requests need to be submitted as a Priority Level 2 Incident Resolution to be included in the SLR calculation. • County ticketing system [REDACTED] must provide the “User Account Change” information transmitted to Supplier over the [REDACTED] bridge as the request is created in the Service Catalog form. • This “User Account Change” information is only available through the Service Catalog forms of the County ticketing system [REDACTED]	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%
SLR 52	Generation and Delivery of Accurate Telephone Device Report	Time to Deliver	Provide report to County no later than the fifteenth (15th) of each Month.	99%	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of Reports due to be delivered during the month FE = Total number of Reports that the Supplier failed to successfully deliver within the Performance Target	County Voice Core Manager ([REDACTED])	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	2%	2%	2%
SLR 53	Verify the proper ERL information is assigned after any IMAC activity	Elapsed time from Authorized User	Same Calendar Day as the IMAC event occurs.	99%	Monthly	Monthly	100 x ((TE - FE)/TE)	Sources are: [REDACTED] and [REDACTED]	Ramp-Up Period ends as of the earlier of (1) County’s Approval of	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
		notification of location change		Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.			Where: TE = Total number of Authorized User physical location change notices provided to Supplier during the month FE = Total number of failed ERL Information changes to successfully executed within the Performance Target	<div></div> which are used to verify ERL data after moves or changes.	Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.			
Security Operations Center												
SLR 54	Report of Malicious Activity Detection	Accuracy as determined by RCA	Supplier will report all suspicious activity not immediately determined as a false positive to the County within one (1) hour of discovery of suspicious or malicious activity in accordance with County Cyber Incident Response Plan. County Security Operations Manager will verify time of detection through the County SIEM platform.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 55	Identification of Malicious Activity	Accuracy as determined by RCA	Supplier will complete analysis of reported suspicious activity within twenty-four (24) hours of initial detection and will report these findings in accordance with the County Cyber Incident Response Plan.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 56	Initiation and conduct of Cyber Incident Response Process	Accuracy as determined by RCA	Supplier will initiate Cyber Incident Response in accordance with the County Cyber Incident Response Plan. All cyber incidents are initiated through the central service desk and will be initiated as P1 Incidents.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was detected, reported, and initiated. County will analyze logs from SIEM, <div></div> and other systems affected by the cyber Incident	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 57	Weekly Status Reports	Accuracy as determined by audit	Supplier will provide County with the following reports on a weekly basis: (1) Daily Shift Change Reports, (2) Weekly Cyber Threat Summary, (3) Weekly Status of Email Traffic, (4) Summary of Prevented Malicious Activity, and (5) Summary of False Positives.	100.0%	Weekly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Weekly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
SLR 58	Monthly Status Reports	Accuracy as determined by audit	Supplier will provide County with monthly status reports on the following: (1) a report of vulnerabilities detected by vulnerability scanning activities for each department, and (2) report of unused firewall rules for past one-hundred eighty (180) Calendar Days. Reports will be delivered in County approved formats.	100.0%	Monthly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
General												
Personnel Continuity												
SLR 59	Supplier Personnel Continuity (Minimum Twelve (12) Months)	Length of retention of Supplier Personnel and failure to replace Supplier Personnel that staff the SOC	Supplier must meet both of the following Performance Targets: (1) 85% of the Supplier Personnel will remain on the County account for at least twelve (12) months. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the	Performance Target 1 is 85%	Quarterly	Quarterly	Performance Target 1: ((Total number of Supplier Personnel in a quarter minus the number of Supplier Personnel who leave the County account with less than twelve (12) months of service on the County account in the same quarter), divided by the total number of Supplier Personnel in the same quarter), multiplied by 100.	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² and County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	N/A	7%	N/A

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account. (2) Supplier shall replace 100% of Supplier Personnel listed in Table 1 of Section 2.1 of Exhibit A.4 (Security Operations Center FSA) within ninety (90) days after such a Supplier Personnel permanently departs from supporting the County.	Performance Target 2 is 100%			Performance Target 2: One hundred percent of Supplier Personnel listed in Table 1 of Section 2.1 of Exhibit A.4 (Security Operations Center FSA) are replaced within ninety (90) days after such a Supplier Personnel permanently departs from supporting the County.					
SLR 60	Supplier Personnel Continuity (Established Supplier Personnel)	Length of retention of Established Supplier Personnel	For all Supplier Personnel who have remained on the County account for at least eighteen (18) months (as used herein, “Established Supplier Personnel”): (a) During each calendar quarter of the Initial Term (excluding the final six (6) months of the Term): No more than two (2) Established Supplier Personnel allowed to transition to another account (b) During each calendar quarter of the final six (6) months of the Term and the Termination Transition Period: No more than one (1) Established Supplier Personnel	100%	Monthly	Monthly	((Total number of Supplier Personnel in a calendar month minus the number of Established Supplier Personnel who leave the County account in excess of the limits set forth under the applicable Performance Target in the same calendar month), divided by the total number of Established Supplier Personnel in the same calendar month), multiplied by 100.	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Converged Network Services Readiness ² and County’s Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			allowed to transition to another account. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account.									
Supplier Access to County Facility and Network Within five (5) Business Days after the first Business Day of each calendar quarter, Supplier shall provide a report of all Supplier Personnel Approved by the County for delivery of Services pursuant to the Agreement in accordance with the process specified in the Policies, Procedures, and Guidelines, to measure Supplier's compliance with the following SLRs pertaining to the accuracy of the Supplier Personnel, which includes staff of Supplier's Subcontractors, accessing County Data, the County Data Center, and the County's Networks. Accuracy of data shall adhere to the following SLRs.												
SLR 61	Supplier Staff Physical Access to County per	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the active entries for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	5%	N/A
SLR 62	Supplier Staff Logical Access to County Network by means of Active Directory Domain User Account	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the OCIT Enterprise Active Directory System Domain accounts for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of Microsoft Active Directory System entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	2%	N/A
Key Deliverables												
SLR 63	On-Time Performance of Key Deliverables	Performance date occurs on or before	Supplier's performance of all Key Deliverables, including any	100%	Ongoing	Monthly	Whether Supplier's performance of the Deliverable in accordance with the	Monthly Report from Supplier	None	N/A (Charge Reductions for	N/A (Charge Reductions for	N/A (Charge Reductions for

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
		contractual delivery date	Deliverables required for any Key Milestone, occurs in accordance with the Acceptance Criteria or other Requirements on or before the delivery or completion date for such Deliverable, set forth in an applicable Work Order for other Key Deliverables. Charge Reductions to be provided in accordance with Section 3.1 (At-Risk Amount) of Exhibit H (Service Level Requirements).				Requirements occurred at a date later than the date set forth in the applicable Exhibit			Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))

¹ All time measures in this column are based on a calendar year

² Unless a specific exception is provided in the Ramp-Up Period column for this SLR, the reference to County’s Approval of Written Acknowledgement of Converged Network Services Readiness, County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or County’s Approval of Written Acknowledgement of Security Operations Services Readiness, as applicable, is used as a proxy for a date, and is not intended to limit the application of this Ramp-Up Period to any Services not specifically identified.



EXHIBIT J (TRAINING AND CERTIFICATION REQUIREMENTS) – REVISION 2

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT J**TRAINING AND CERTIFICATION REQUIREMENTS**

This Exhibit J (Training and Certification Requirements) is an attachment and addition to the Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between the County of Orange (“**County**”) and Science Applications International Corporation (the “**Supplier**”) and is incorporated into the Agreement by reference hereof. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement or in Exhibit X (Definitions).

The Supplier will provide the following mandatory employee training programs for on-boarding and on an annual basis and will maintain the necessary credentials and certifications to enable immediate and ongoing readiness to support the County’s objectives. Onboarding and annual training requirements are categorized under corporate training, program training, and technical and professional training.

1. ONBOARDING TRAINING**1.1. Corporate Training**

New employees undergo the Supplier’s required training focused on compliance with ethics, security, and related policies. Enterprise-required training consists of the following:

- (A) Code of Conduct/Employee Handbook Certification
- (B) Ethics Awareness Training
- (C) Enterprise Security Awareness Training
- (D) Time charging Policy Training
- (E) Environmental Health and Safety (EHS) Orientation and Certification
- (F) Workplace Harassment Training (managers and supervisors).

1.2. Program Training

The Supplier provides the program training for new staff members in order to provide an understanding of the County’s business objectives, service-level requirements, systems and tools, processes, and procedures to effectively support program needs.

Before performing Services, all Supplier Personnel will receive required program training, including the following:

- (A) Orientation training program that consists of (as appropriate):
 - (i) Work culture expectations
 - (ii) Interfaces to County customers
 - (iii) Key County personnel
 - (iv) County lines of business
 - (v) Supplier and third-party scopes of work
 - (vi) Roles and responsibilities
 - (vii) Key contractual topics including:

- (a) Non-standard contractual commitments to the County
 - (b) County Policies, Procedures, and Guidelines directly impacting the delivery of Services
 - (c) High-level flow of services, data, and tools the parties use.
- (B) County security awareness training
- (C) California Law Enforcement Telecommunications System (CLETS) training (for staff involved in the CLETS environment)
- (D) County safety procedures (for certain County locations, as appropriate)
- (E) County program processes and procedures
- (F) County business and technical environment instruction (as appropriate).

1.3. Technical and Professional Training.

The Supplier Personnel shall be highly qualified with the necessary experience, training, and certifications to efficiently perform County program activities and work with the County tools identified in Exhibit C (Service Management and Life Cycle Services Tools).

The following Supplier Personnel certifications are based on job function as appropriate:

- (A) All service delivery staff:
 - (i) Information Technology Infrastructure Library (ITIL) Foundation V3 Certification
- (B) Network and voice engineers, architects:
 - (i) [REDACTED]
 - (ii) [REDACTED]; Wireless, Routing and Switching, Collaboration, Data Center
 - (iii) [REDACTED]
 - (iv) [REDACTED]
- (C) Security engineers:
 - (i) Certified Information Systems Security Professional (CISSP)
 - (ii) CompTIA Security+
 - (iii) CompTIA Cyber Security Analyst (CySA+)
 - (iv) Certified Ethical Hacker (CEH).

Supplier will train staff as needed for the following key County software tools as part of the onboarding process:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]

- (F) [REDACTED]
- (G) [REDACTED]
- (H) [REDACTED]
- (I) [REDACTED]
- (J) [REDACTED]
- (K) [REDACTED].

2. ANNUAL TRAINING

For continued compliance, Supplier requires mandatory refresher training on ethics, security, and related policies. Supplier is committed to complying with County processes and procedures and we will require our employees to complete the necessary program training annually. Additionally, Supplier is committed to the continual development of knowledge and expertise of its staff to improve support capabilities to the County. Supplier will proactively incorporate training as appropriate in conjunction with technology refresh and implementation of new tools and assets and County feedback on program needs going forward.

2.1. Corporate Training

Supplier employees are required to complete the following annual refresher training:

- (A) Code of conduct/employee handbook certification
- (B) Workplace harassment training (every two years for managers and supervisors).

2.2. Program Training

All Supplier Personnel will receive required annual program training, including the following:

- (A) County security awareness training
- (B) CLETS Training (for staff involved in the CLETS environment)
- (C) County safety procedures (for certain County locations, as appropriate).

2.3. Technical and Professional Training

Supplier will incorporate appropriate training for the Supplier Personnel to support the County's current infrastructure. Supplier will afford each employee opportunities to further their technical and professional development with a goal of growing their level of contribution in providing outstanding services to the County. Based on role and need, Supplier will make the certification and tools training available to the Supplier Personnel in meeting County needs. Supplier understands the importance of maintaining a highly skilled workforce. Table J-1 (Training for Network and Voice Personnel) below lists the job titles, job functions and required training and certification for network and voice positions. Note that the required training shown for each role is one-time and not an annual requirement.

Table 1. Training for Network and Voice Personnel

Training for Network and Voice Personnel		
Job Title	Job Function	Training / Certification
Network Engineer Principal, and Sr. Principal	<ul style="list-style-type: none"> Planning, configuring and verifying the implementation, maintaining and troubleshooting of Converged Network FSA 	<ul style="list-style-type: none"> [REDACTED] [REDACTED]
Network Engineer Principal – Cabling	<ul style="list-style-type: none"> Oversight and coordination between designers, engineers, installers and technicians for design and implementation of cabling 	<ul style="list-style-type: none"> Project Management
Voice Architect	<ul style="list-style-type: none"> Design, planning, configuration, implementation, maintenance, and operations of complex Voice solutions and integrations 	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED]
Network Engineer Associate	<ul style="list-style-type: none"> Infrastructure maintenance and monitoring 	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED]
Voice Technician	<ul style="list-style-type: none"> Remote monitoring and system automation, triage and escalations to onsite engineers and architects 	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Network Engineer	<ul style="list-style-type: none"> Perform site surveys, stage and configure, transport, install, respond to IMACs, document, update CMDB 	<ul style="list-style-type: none"> Cisco Networking [REDACTED] [REDACTED]
Voice Engineer	<ul style="list-style-type: none"> Configuration and implementation of Voice upgrades and refresh solutions Troubleshooting of common issues using industry best practices 	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED]

In addition to those already listed, examples of available training for the Supplier Personnel performing the Converged Network Services to enhance skill sets and responsibilities to support the County include the following:

- (A) Interconnecting [REDACTED]
- (B) Implementing [REDACTED]
- (C) Troubleshooting and Maintaining [REDACTED]
- (D) Applied Telecommunications Project Management.

Table J-2 (Security Services Staffing) below lists the job titles, job functions and required training and certification for security positions. Note that the required training shown for each role is one-time and not an annual requirement.

Table J-2. Security Services Staffing

Cybersecurity Analysts and Security Engineers		
Job Title	Job Function	Training/ Certification
Security Engineer, Jr. and Sr.	<ul style="list-style-type: none"> Support system design, development, and asset integration by performing reviews and developing security requirements Develop security test requirements and strategies Direct and perform system-level security testing Perform life-cycle engineering support for security tools and systems 	<ul style="list-style-type: none"> Active Cyber Defense [REDACTED] System Security Engineering [REDACTED] [REDACTED] Advanced and Administrator [REDACTED] and
Cybersecurity Analysts, Jr. and Sr.	<ul style="list-style-type: none"> Perform email security analysis to identify attacks and malware and enable secure email gateway configuration Perform security monitoring, intrusion detection, and analysis Conduct cybersecurity Incident response, including forensics analysis Perform VA and penetration testing Collect, synthesize, and write unclassified and classified cyber threat intelligence 	<ul style="list-style-type: none"> CompTIA Security+ Cyber Security Analyst Active Cyber Defense [REDACTED] [REDACTED] and [REDACTED] Administrator



EXHIBIT K (KEY PERSONNEL) – REVISION 7

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT K**KEY PERSONNEL**

No.	Key Personnel Role	Resource / Title	Contact
Supplier Key Personnel			
1.	Program Manager	Donald Perrier Program Manager	Telephone: 619-719-6807 Email: donald.perrier@saic.com
2.	Deputy Program Manager	Eric Whitten Deputy Program Manager	Telephone: 714-714-9673 Email: eric.whitten@saic.com
3.	SOC Program Manager	Kathy Heaton SOC Program Manager	Telephone: 714-450-0040 Email: katherine.heaton@saic.ocgov.com
4.	SOC Senior Engineer	Guido Solares* SOC Senior Engineer *By the agreement of the Parties, Guido Solares is exempt from the requirement to work Full Time on the County account.	Telephone: 949-288-3728 Email: Guido.Solares@saic.ocgov.com
5.	Network	TBD Network Services/Service Delivery Manager	Telephone: TBD Email: TBD
6.	Voice	Kevin Adkins Voice Services/Service Delivery Manager	Telephone: 949-299-5639 Email: kadkins@burwood.com
County Key Personnel			
7.	County IT Services Governance Manager	Ed Althof Assistant CIO and Chief Technology Officer	Telephone: 714-834-3069 Email: ed.althof@ocit.ocgov.com



EXHIBIT L.1 (COUNTY LOCATIONS AND LOCATION TIERS) – REVISION 3

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT L.1**COUNTY LOCATIONS AND LOCATION TIERS**

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
1	3	SSA	Santa Ana							
2	2	COB, CR, OCCR	Santa Ana							
3	2	HCA, PUBDEF	Santa Ana							
4	1	COCO, HRS, COB, BOS D1-D5, CEO, CEO REAL ESTATE, EB, HCA, OCPW, RISK, CPO	Santa Ana							
5	1	ASSR, CEO LAND DEVELOPMENT, CEO REAL ESTATE, CR, HCA, IAD, OCCR, OCPW, OCWR, OIR, RISK, TTC, OC ENTERPRISE	Santa Ana							
6	1	OC ENTERPRISE DEPARTMENTS	Santa Ana							
7	1	OCPW	Santa Ana							
8	1	OCSD, PROB, OCCOURTS, GJ, PUBDEF, DA	Santa Ana							
9	1	OCPW	Santa Ana							
10	2	CSS, OCIT, PROB	Santa Ana							
11	2	CSS, OCIT, PROB	Santa Ana							
12	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
13	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
14	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
15	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
16	2	OCSD	Santa Ana							
17	2	OCCR	Santa Ana							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
18		OCPW	Santa Ana							
19		OCPW	Santa Ana							
20		OCPW	Santa Ana							
21	2	PUB, ROV	Santa Ana							
22	2	OCCR, OCPW, HCA, OCETHICS, OCIT, ROV	Santa Ana							
23	1	ROV	Santa Ana							
24	1	OCIT, SUPPLIER	Santa Ana							
25	2	SSA	Santa Ana							
26	3	PROB	Santa Ana							
27		OCCR, OCPW	Santa Ana							
28		OCCR	Santa Ana							
29	2	HCA	Santa Ana							
30	2	HCA	Santa Ana							
31	2	HCA	Santa Ana							
32	2	HCA	Santa Ana							
33	2	SSA	Santa Ana							
34	2	HCA	Santa Ana							
35	2	HCA	Santa Ana							
36	2	PUBDEF	Santa Ana							
37	2	HCA	Santa Ana							
38	1	OCSD, PROB, DA, PUBDEF, SSA	Santa Ana							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
39	3	HCA	Santa Ana							
40	1	JWA	Santa Ana							
41	3	PROB	Santa Ana							
42	1	HCA	Santa Ana							
43	1	HCA	Santa Ana							
44	2	COCO	Santa Ana							
45	3	HCA	Santa Ana							
46	1	SSA, CFS	Santa Ana							
47	3	HCA	Santa Ana							
48	1	OCSD, OCCL	Santa Ana							
49	1	DA	Santa Ana							
50	2	AC	Santa Ana							
51	1	PUBDEF, SSA	Santa Ana							
52	3	OCSD	Santa Ana							
53	3	PROB	Santa Ana							
54	3	HCA	Santa Ana							
55	3	HCA	Santa Ana							
56	2	CFCOC	Santa Ana							
57	3	SSA	Santa Ana							
58	3	SSA	Santa Ana							
59	3	SSA	Santa Ana							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
60	3	SSA	Santa Ana							
61	3	SSA	Santa Ana							
62	3	HCA	Orange							
63		OCPW	Orange							
64	3	HCA	Orange							
65	2	HCA, PROB, CFS, SSA	Orange							
66	2	PROB, HCA	Orange							
67	2	PROB	Orange							
68	2	PROB	Orange							
69	1	HCA, CFS, SSA, OCCR	Orange							
70	1	OCSD, PROB, CSS, COCO, PUBDEF, CFS, SSA	Orange							
71	1	OCSD	Orange							
72	1	OCSD, HCA, PUBDEF	Orange							
73	1	OCSD, HCA	Orange							
74	3	OCSD	Orange							
75	3	HCA	Orange							
76		SUPPLIER	Scottsdale							
77		ASSR AND PUBDEF	Irvine							
78		OCIT	Sacramento							
79		OCCR	Orange							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
80	2	OCWR	Irvine							
81		OCCR	Orange							
82		OCCR	Brea							
83		OCCR	Tustin							
84		OCCR	Villa Park							
85		OCCR	Silverado							
86		OCCR	Irvine							
87	1	DA, PUBDEF, OCSD, PROB, OCCOURTS	Newport Beach							
88	3	OCSD	Tustin							
89	1	OCSD	Corona Del Mar							
90	3	SSA, CFS	Tustin							
91		OCCR	Irvine							
92		OCCR	Irvine							
93		OCCR	Irvine							
94	3	HCA	Tustin							
95	2	DA	Newport Beach							
96	3	SSA	Irvine							
97	2	OCCR	Tustin							
98	1	OCSD	Tustin							
99	3	HCA	Irvine							
100		OCCR	Newport Beach							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
101	1	JWA	Costa Mesa							
102	1	JWA	Costa Mesa							
103	1	JWA	Costa Mesa							
104	3	HCA	Irvine							
105	3	OCWR	Newport Beach							
106		OCCR	Costa Mesa							
107		OCCR	Costa Mesa							
108	3	OCSD	Costa Mesa							
109	3	HCA	Costa Mesa							
110	3	PUBDEF, Alternate Defender's	Newport Beach							
111	1	DA, PUBDEF, OCSD, PROB	Fullerton							
112	3	PROB	Anaheim							
113		OCPW	Orange							
114		OCPW	Orange							
115		OCPW	Orange							
116	2	PUBDEF	Fullerton							
117	1	OCSD	Anaheim							
118	1	SSA, CFS	Anaheim							
119	1	OCSD	Silverado							
120	1	SSA, CFS	Orange							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
121	2	HCA, CFS, SSA	Orange							
122	1	SSA, CFS, OCSD	Orange							
123		OCCR	Orange							
124	3	HCA	Anaheim							
125	3	HCA	Anaheim							
126		OCCR	Fullerton							
127	3	DA	Fullerton							
128	3	SSA	Anaheim							
129		OCCR	Placentia							
130		OCCR	Anaheim							
131		OCCR	Modjeska							
132	3	OCWR	Silverado							
133	2	CR	Anaheim							
134	1	OCSD	Orange							
135		OCCR	La Habra							
136		OCCR	Brea							
137	3	HCA	Anaheim							
138	1	SSA	Anaheim							
139	3	PROB	Anaheim							
140	3	PROB	Garden Grove							
141	1	SSA	Orange							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
142	3	HCA	Orange							
143	3	HCA	Brea							
144		OCPW	Orange							
145	2	OCWR	Brea							
146	3	HCA	Placentia							
147	3	HCA	Anaheim							
148	2	HCA	Anaheim							
149	3	HCA	Anaheim							
150	3	HCA	Fullerton							
151	3	HCA	Buena Park							
152	3	HCA	Anaheim							
153	1	HCA	Orange							
154	3	HCA	Orange							
155	1	ASSR	Orange							
156	3	HCA	Fullerton							
157	3	PROB, HCA	Anaheim							
158	3	HCA	Trabuco Canyon							
159	3	HCA	Dana Point							
160		OCCR	Trabuco Canyon							
161		OCCR	San Juan Capistrano							
162	3	HCA	Laguna Beach							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
163		OCCR	Trabuco Canyon							
164	3	HCA	Mission Viejo							
165		OCCR	Aliso Viejo							
166	3	OCSD, PROB	Aliso Viejo							
167	3	HCA	Mission Viejo							
168	2	OCWR	San Juan Capistrano							
169	2	OCWR	San Juan Capistrano							
170	3	OCWR	San Juan Capistrano							
171		OCCR	Irvine							
172	2	CR	Laguna Hills							
173		OCPW	Laguna Niguel							
174		OCPW	Highland							
175		OCPW, OCCR	Dana Point							
176	3	PROB	Laguna Hills							
177		OCCR	Laguna Niguel							
178		OCCR	Laguna Beach							
179		OCCR	Lake Forest							
180		OCCR	Coto De Caza							
181	3	OCSD	Lake Forest							
182		OCCR	Laguna Woods							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
183		OCCR	Laguna Niguel							
184		OCCR	Laguna Hills							
185		OCCR	Laguna Beach							
186		OCCR	Ladera Ranch							
187		OCCR	Irvine							
188		OCCR	Lake Forest							
189		OCCR	Dana Point							
190		OCCR	San Juan Capistrano							
191		OCCR	Rancho Santa Margarita							
192		OCCR	San Clemente							
193	3	OCSD	Dana Point							
194		OCCR	Dana Point							
195	3	HCA	Aliso Viejo							
196		OCCR	Laguna Niguel							
197	3	OCSD, HCA	Irvine							
198	2	DA, HCA, SSA	Laguna Hills							
199	2	SSA	Laguna Hills							
200	3	HCA	Newport Beach							
201		OCCR	Foothill Ranch							
202	1	OCSD, HCA	Irvine							
203	1	OCSD, PROB	Westminster							

#	or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
204	2	HCA, PROB, OCSD	Westminster							
205	2	PUBDEF, HCA, DA	Westminster							
206	2	SSA	Garden Grove							
207	2	HCA	Westminster							
208	3	HCA	Garden Grove							
209		OCCR	Fountain Valley							
210		OCCR	Westminster							
211	3	OCSD	Stanton							
212	3	OCSD	Huntington Beach							
213	2	SSA, HCA, OCCR	Westminster							
214		OCCR	Los Alamitos							
215		OCCR	Stanton							
216		OCCR	La Palma							
217		OCCR	Garden Grove							
218		OCCR	Seal Beach							
219		OCCR	Cypress							
220		OCCR	Garden Grove							
221		OCCR	Garden Grove							
222		OCCR	Fountain Valley							
223	3	HCA	Westminster							
224		OCCR	Buena Park							


#	 or	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
225		OCPW	Garden Grove							
226		OCPW	Huntington Beach							
227		OCPW	Long Beach							
228		OCPW	Long Beach							
229		OCPW	Seal Beach							
230		OCPW	Fountain Valley							
231		OCPW	Cypress							



EXHIBIT P (PRICING) – REVISION 2

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P**PRICING****1. INTRODUCTION**

The fundamental premise of the fee and pricing structure under this Agreement is that all elements of the Services as described in the Agreement, including each Functional Service Area and the Service Level Requirements, are to be provided by Supplier and paid for by County as Charges only in the amounts, and solely through the contractually specified mechanisms for payment (the “**Authorized Billing and Payment Mechanisms**”), set forth in this Exhibit P (Pricing), regardless of whether or not all costs or expenses to Supplier of providing a specific element of the Services can be directly traced to, are captured by, or recovered through an Authorized Billing and Payment Mechanism. The Authorized Billing and Payment Mechanisms are set forth in Section 2 (Authorized Billing and Payment Mechanisms).

The total amount to be paid by County under the Agreement cannot exceed the Contract Sum set forth in Exhibit P.2 (Pricing Limits). The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Supplier costs, including Supplier overhead, profit margin, amounts paid by Supplier to third parties, and all costs of services, products, and goods delivery, including travel. The Contract Sum is the maximum amount that can be paid by County, but is not a commitment to spend sums allocated under the Contract Sum. The Contract Sum can be changed only by an Amendment Approved by the Board in accordance with the terms of the Agreement.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the Charges under this Agreement:

- (A) the Monthly Fixed Fees (as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments));
- (B) the Milestone Payments for the Fixed Transition-In Fees (as set forth in Exhibit P.1.2 (Fixed Transition-In Fee Payments)) and the Charges for Voice Refresh (as set forth in Exhibit P.7 (Sheriff Voice Refresh Pricing));
- (C) a Type 1 Work Order for Optional Work (pursuant to Section 2.12.3 (Type 1 Work Orders) of the Agreement);
- (D) a Type 2 Work Order for Optional Work (pursuant to Section 2.12.4 (Type 2 Work Orders) of the Agreement);
- (E) an Amendment for Optional Work (pursuant to Section 2.12.6 (Amendments for Optional Work) of the Agreement); and
- (F) Deferred Compensation for Sustainable Savings

Supplier cannot invoice County and County shall not pay any Charges under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and Supplier will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

3. MONTHLY FIXED FEES**3.1. Monthly Fixed Fees**

Exhibit P.1.1 (Monthly Fixed Fee Payments) sets forth the amounts, by Functional Services Area, of the recurring Monthly Fixed Fee. The total Monthly Fixed Fee for each month of the Term as the Reference

Date, as reflected in Exhibit P.1.1 (Monthly Fixed Fee Payments), is fixed through the Term and is not subject to change except in the event of a Work Order or Amendment for Optional Work; an adjustment (increase or decrease, as applicable) attributed to a Use Reconciliation; or termination by County of a Functional Service Area or any Services. The Monthly Fixed Fee for each month of the Term is set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) as a total monthly amount and, for any Use Reconciliation pursuant to Exhibit P.4 (Use Reconciliation), is allocable (i) as a fee per County User Email Account for Converged Network Services and Security Operations Center Services, and (ii) as a fee per County User Phone Device for Voice Communication Services. The Monthly Fixed Fees were negotiated between Supplier and County as a material condition under this Agreement to capture all compensation to Supplier for the Services, subject only to the Authorized Billing and Payment Mechanisms.

3.2. Use Reconciliation

A Use Reconciliation will be completed prior to the start of the next Contract Year, to be applied in accordance with Exhibit P.5 (Use Reconciliation). The results of the Use Reconciliation will be effective as of the first (1st) day of the next Contract Year. Use Reconciliation uses the defined, measurable metrics set forth in Exhibit P.5 (Use Reconciliation) as a proxy for increased or decreased consumption of the Services by County to adjust the applicable Charges up or down. The metrics for Use Reconciliation are (1) County User Email Accounts as to the Converged Network Services and the Security Operations Center Services, and (2) County User Phone Devices as to the Voice Communication Services. Use Reconciliation will be accomplished by comparing the baseline use metrics specified in Exhibit P.5 (Use Reconciliation) (the “**Baseline Use Metrics**”) against County’s actual use metrics (“**Measured Metrics**”) as measured in accordance with Exhibit P.5 (Use Reconciliation). If, as of ninety (90) days in advance of the completion of the Contract Year in which the Use Reconciliation takes place, any Measured Metric is or has been higher or lower than the applicable Baseline Use Metric such that the trigger set forth in Exhibit P.5 (Use Reconciliation) (“**Adjustment Trigger**”) is met, an adjustment (“**Reconciliation Adjustment**”) to the applicable Charges will be provided as set forth in Exhibit P.5 (Use Reconciliation) (and as demonstrated in the example below and in Exhibit P.5.1 (Use Reconciliation Examples)), which will be effective as of the first (1st) day of the next Contract Year, and the then-current Measured Metric shall become the new Baseline Use Metric for any subsequent Use Reconciliation.

3.2.1. Use Reconciliation Example

If (i) the then-applicable Baseline Use Metric for the Voice Communication Services is two thousand (2,000) County User Phone Devices; and (ii) the Measured Metric for each of the last three (3) months prior to the ninety(90) day period before the start of the next Contract Year was one thousand eight hundred (1,800) County User Phone Devices, then, because one thousand eight hundred (1,800) is more than seven percent (7%) less than two thousand (2,000), the Adjustment Trigger is satisfied and the Charges for the Voice Communication Services are subject to a Reconciliation Adjustment. If the original Monthly Fixed Fee for Voice Communication Services was \$2,000, and the Reconciliation Adjustment for each County User Phone Devices is specified as a one dollar (\$1) adjustment to the Monthly Fixed Fee, then the Use Reconciliation calculation would be as follows:

Original Monthly Fixed Fee for Voice Communication Services:	\$2,000
Reconciliation Adjustment to the Monthly Fixed Fee for Voice Communication Services:	$\$1 * (2,000 - 1,800) = \200

Adjusted Monthly Fixed Fee for Voice Communication Services	\$2,000 - \$200 = \$1,800
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In the Contract Year following such adjustment, the Baseline Use Metric for the Voice Communication Services would be one thousand eight hundred (1,800) County User Phone Devices.

3.3. Termination of a Service

Upon County's decision to terminate any Services, the Monthly Fixed Fees will be adjusted by subtracting the portion of the Monthly Fixed Fee attributable to the terminated Services from the total Monthly Fixed Fees for the Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) (or such other Exhibits as may be applicable). The effective date that the Charges for the terminated Services will cease will be the last Calendar Day such Services were provided by Supplier, pro-rated to the number of Calendar Days in the month in which the Services were terminated, and there shall be no Charges for such Services beginning in the month immediately following the month the Services were last provided. For example, if the County terminated all Security Operations Center Services as described in Exhibit A.4 (Security Operations Center FSA) effective as of September 15, 2020, the County would pay fifty percent (50%) of the Monthly Fixed Fee for the Security Operations Center Services set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) for the month of September 2020, and as of October 2020 there would be no Charges for such Services.

3.4. Consumption Governance

The pricing model under this Agreement utilizes two (2) elements as proxies to measure County consumption of Services. Volume changes in these two (2) elements which exceed the Adjustment Triggers as provided in Exhibit P.5 (Use Reconciliation) cause adjustments to the Charges pursuant to Use Reconciliation as described in Section 3.2 (Use Reconciliation). By design, certain volume changes traditionally associated with resource unit changes, such as IMACs and new devices adds, do not impact Use Reconciliation. Notwithstanding the foregoing, in the event a consistent and material pattern of unusually high resource consumption by County in an area is identified by Supplier, Supplier may notify County of such pattern and identify approaches County can utilize to mitigate such consumption. If Supplier provides such notice to the County, the County IT Services Governance Manager and Supplier's Program Manager shall meet to discuss Supplier's concerns and the mitigation approaches identified by Supplier. If, as a result of the discussion between the County IT Services Governance Manager and Supplier's Program Manager regarding Supplier's consumption concerns and mitigation approaches, the County confirms that there is a consistent and material pattern of unusually high resource consumption requiring additional steps to manage, then the County will use good faith efforts to implement appropriate consumption mitigation or change management activities.

4. YEAR ON YEAR IMPROVEMENT

County requires year to year efficiency improvements in both price and performance. The year to year price improvements reflected as reductions in the Monthly Fixed Fees set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) reflect the application of Supplier's knowledge, innovation, and Best Practices to deliver the Services and elevate the quality of the Services while reducing the cost of the Services. The year to year price improvements set forth in Exhibit P.6 (Year to Year Price and Performance Improvements) provide County with a model to verify tangible delivery by Supplier to County of knowledge, innovation, and Best Practices to the benefit of County with regard to the Services.

5. PRICING VALIDATION

Supplier has provided data regarding its delivery model used to calculate the Monthly Fixed Fees set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) and the Milestone Payments for the Fixed Transition-In Fees set forth in Exhibit P.1.2 (Fixed Transition-In Fee Payments) under Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card); and for Optional Work, Supplier will provide such data to the County in its applicable Work Order or Amendment proposal. Such data shall enable County to validate both the appropriateness and comparability of the resources proposed by Supplier and those of other vendors. Notwithstanding the foregoing, this Agreement is a Fixed Fee engagement and the Supplier resources and other data identified in Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card) or otherwise shall not limit the resources that may be required by Supplier to deliver the Services, or otherwise constitute a pricing condition, and will not reduce, expand, change, modify, or alter Supplier's obligations or the Charges under the Agreement.

6. NO FINANCIAL CHANGE ORDERS

The Parties understand and agree that there is no concept of a financial change order applicable to the Agreement, except as expressly provided for with regard to the Authorized Billing and Payment Mechanisms. The limitations on the concept of a financial change order are intentional and are designed to ensure that the Fixed Fee elements of the Agreement remain unchanged and highly predictable throughout the Term.

7. OPTIONAL WORK

- (A) The total amount to be paid by County under the Agreement for Optional Work cannot exceed the sum of Reserved Dollars for Optional Work set forth in Exhibit P.2 (Pricing Limits). The Reserved Dollars is the maximum amount that can be paid by County for Optional Work, but is not a commitment to spend sums allocated under the Reserved Dollars. The Reserved Dollars can be changed only by an Amendment Approved by the Board in accordance with the terms of the Agreement.
- (B) Supplier will charge County for Optional Work, including Assets, Professional Services, and Non-Recurring Initiatives, using the Work Order or Amendment process set forth in Section 2.12 (Optional Work) of the Agreement.
- (C) Supplier will charge County for Optional Work in accordance with the Optional Work pricing tables set forth in Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card). Should a materially equivalent unit price or rate for a required resource not exist, the Parties may agree to establish a new unit price or rate for such resource utilizing the existing pricing tables as a reference to price the resource based on factors such as skill set, experience level, etc. (for Professional Services resources) or type, features, functionality, complexity, etc. (for Services in connection with Assets). The absence of a comparable or equivalent unit price or rate in Exhibits P.3 (Resource Unit Pricing) or P.4 (Supplier Rate Card) does not preclude the use of a Type 1 or Type 2 Work Order in accordance with the terms of the Agreement.
- (D) Services will commence and Charges are authorized for Optional Work only as provided in an Approved Type 1 Work Order, Type 2 Work Order, or Amendment, pursuant to the terms of the Agreement.
- (E) As to any pricing provided by Supplier in a Work Order or Amendment for Optional Work under this Agreement, such pricing shall be valid for the Term of this Agreement unless the Parties otherwise identify an earlier expiration of the pricing.

8. DEFERRED COMPENSATION FOR SUSTAINABLE SAVINGS

“Deferred Compensation for Sustainable Savings” or “DCSS” is the amount payable to Supplier through the delivery of Sustainable Savings to compensate Supplier for an Approved Sustainable Savings effort that is successfully implemented, as described in this Section 8 (Deferred Compensation for Sustainable Savings), in accordance with the following:

- (i) DCSS payments require as a condition precedent that Supplier is in compliance with all Critical Service Level Requirements for the four (4) month period preceding any DCSS payment;
- (ii) DCSS is earned by Supplier only to the extent the Sustainable Savings are realized by County;
- (iii) initiatives intended to deliver Sustainable Savings for DCSS will be a joint decision process pursuant to a Work Order or Amendment and Approved by County;
- (iv) there are no DCSS payment obligations by the County in connection with any Sustainable Savings effort until the County has recovered through such Sustainable Savings effort all of the County identified costs identified in the Work Order or Amendment for such Sustainable Savings to achieve the Sustainable Savings;
- (v) DCSS payments as to any single Sustainable Savings effort are:
 - (a) limited to one hundred fifty percent (150%) the agreed Supplier cost of the Sustainable Savings effort identified in the Work Order or Amendment for such Sustainable Savings;
 - (b) paid over time after County recovers all County identified costs and only to the extent there are Sustainable Savings realized by the County from which to pay the DCSS;
 - (c) paid based on an allocation of seventy percent (70%) to County and thirty percent (30%) to Supplier of the Sustainable Savings realized by County in excess of all County identified costs; and
 - (d) payable only with respect to such Sustainable Savings in excess of all County identified costs realized by County during the Term.

9. ADDITIONAL PRICING TERMS

- (A) All pricing includes the required training of Supplier’s Personnel on County Systems, applications, tools, processes, and underlying Software, and all ramp-up costs associated with becoming an active, contributing resource.
- (B) All prices are fixed for the Term. There is no economic change adjustment, cost of living, or other inflationary escalator to be applied during the Term.
- (C) The rates provided in Exhibit P.4 (Supplier Rate Card) are the maximum hourly rates County will be charged for the specified resources.
- (D) There are a number of other charges and costs that vendors may typically charge their customers, including County, in similar engagements. These charges and costs may include transition costs, travel and expenses, taxes, and economic change. Under this Agreement, Supplier shall bear these expenses as a cost of doing business with County and such charges and costs shall not be shifted to County, including by being “built into” any Fixed Fees or other rates provided by Supplier.

Notwithstanding the foregoing, if Supplier provides any estimate or quote to County that includes any such charges or costs, it must separately detail such charges and costs in such estimate or quote. For the avoidance of doubt, and as provided in Exhibit B.2 (Form of Type 1 Work Order) and B.3 (Form of Type 2 Work Order), there shall be no Charges to County under this Agreement or any Work Order for any travel, except for Approved travel as further detailed in Section 9(H) below, entertainment, vacation, sick time, holidays, paid time off, overtime (except as to overtime in connection with a Targeted Resource Order within a Work Order), or other similar costs or expenses in connection with the Supplier Personnel.

- (E) County shall be financially responsible for third party costs and expenses for the acquisition or licensing of Assets, and as applicable, the payment for third party maintenance agreements for Assets. For the avoidance of doubt, (i) Assets do not include Supplier Assets, and (ii) the financial responsibility by County for third party maintenance agreements for Assets does not in any way limit the obligations of Supplier to provide the Services, including Services as they relate to the Assets.
- (F) For the avoidance of doubt, the continuation of the Master Services Agreement for IT Services by and between County and Supplier, effective as of May 14, 2013, and the services provided thereunder (collectively, “**Scope 1 Services**”), have no impact on the Charges or Services under this Agreement, and in the event the Scope 1 Services expire or are terminated, in whole or in part, there will not be (1) any impact on the Charges to County by Supplier under this Agreement, or (2) any reduction of or adverse impact on the Services provided by Supplier under this Agreement.
- (G) Notwithstanding the payment dates and amounts set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments), and pursuant to Section 234 (Monthly Fixed Fee) of Exhibit X (Definitions), the payment dates and amounts for (i) the Converged Network Services, (ii) the Voice Communications Services, and (iii) the Security Operations Center Services are respectively subject to the County’s Approval of (a) Written Acknowledgement of Converged Network Services Readiness, (b) Written Acknowledgement of Voice Communication Services Readiness, and (c) Written Acknowledgement of Security Operations Center Services Readiness, and as to each of the areas of Service set forth in (i), (ii), and (iii), above, the Charges for such Services shall respectively begin upon the County’s Approval of (a), (b), and (c), above, and in the event County’s Approval of (a), (b), or (c), above, occurs subsequent to the date set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments), the Charges will begin upon such County Approval and not upon the date set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments). In the event County’s Approval of (a), (b), or (c), above, occurs such that the applicable Service is initiated at a date that is different than and after the date provided in Exhibit P.1.1 (Monthly Fixed Fee Payments), then the Charges for that initial month will be prorated based on the number of Calendar Days in that initial month for which the Services are provided.
- (H) County shall reimburse Supplier for reasonable travel related expenses for travel outside the boundaries of the County in accordance with the County Travel Policy, provided that Supplier gives the County advance written notice if such expenses will apply and the County Approves such expenses in writing in advance. For BAU Services, reimbursement for travel time from the time or point of dispatch is not allowed, otherwise travel time for NRI Services outside the boundaries of the County is chargeable.



EXHIBIT P.1.1 (MONTHLY FIXED FEE PAYMENTS) – REVISION 5

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.1.1**MONTHLY FIXED FEE PAYMENTS**

All Charges stated in this Exhibit P.1.1 (Monthly Fixed Fee Payments) include the Charges for the Integrated Requirements Services as set forth in Exhibit A.1 (Integrated Requirements FSA). The year to year price improvements required under Section 4 (Year on Year Improvement) of Exhibit P (Pricing) and described in Exhibit P.6 (Year to Year Price and Performance Improvements) are reflected as reductions in the Monthly Fixed Fees set forth in this Exhibit P.1.1 (Monthly Fixed Fee Payments).

Month No.	Month	Converged Network Services (with Integrated Requirements Services)	Voice Communication Services (with Integrated Requirements Services)	Security Operations Center Services (with Integrated Requirements Services)	Total (Monthly Fixed Fee)
Contract Initiation					
1.	October 2018				
2.	November 2018				
3.	December 2018				
4.	January 2019				
5.	February 2019				
Commencement Date: March 17, 2019 for Converged Network and Security Operations Center Services					
6.	March 2019	\$233,362	\$336,000*	\$136,955	\$706,317
7.	April 2019	\$466,724	\$336,000*	\$273,910	\$1,076,634
8.	May 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
9.	June 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
Commencement Date: May 15, 2019 for Voice Communications Services					
10.	July 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
11.	August 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
All Transition-In Tasks Complete and Final Acceptance by County					
12.	September 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
13.	October 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
14.	November 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
15.	December 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
16.	January 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
17.	February 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
18.	March 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
19.	April 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
20.	May 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
21.	June 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
Contract Year 1 Total		\$7,234,222	\$5,960,808	\$4,245,605	\$17,440,635
22.	July 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
23.	August 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
24.	September 2020	\$458,943	\$371,664	\$273,516	\$1,104,123

ATTACHMENT C

Month No.	Month	Converged Network Services (with Integrated Requirements Services)	Voice Communication Services (with Integrated Requirements Services)	Security Operations Center Services (with Integrated Requirements Services)	Total (Monthly Fixed Fee)
25.	October 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
26.	November 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
27.	December 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
28.	January 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
29.	February 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
30.	March 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
31.	April 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
32.	May 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
33.	June 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
Contract Year 2 Total		\$5,507,316	\$4,459,968	\$3,282,192	\$13,249,476
34.	July 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
35.	August 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
36.	September 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
37.	October 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
38.	November 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
39.	December 2021	\$479,484	\$382,189	\$267,964	\$1,129,637
40.	January 2022	\$479,484	\$382,189	\$267,964	\$1,129,637
41.	February 2022	\$479,484	\$382,189	\$267,964	\$1,129,637
42.	March 2022	\$479,484	\$382,189	\$267,964	\$1,129,637
43.	April 2022	\$479,484	\$382,189	\$267,964	\$1,129,637
44.	May 2022	\$479,484	\$382,189	\$267,964	\$1,129,637
45.	June 2022	\$479,480	\$382,189	\$267,964	\$1,129,633
Contract Year 3 Total		\$5,753,804	\$4,586,268	\$3,215,568	\$13,555,640
46.	July 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
47.	August 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
48.	September 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
49.	October 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
50.	November 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
51.	December 2022	\$475,156	\$391,374	\$267,642	\$1,134,172
52.	January 2023	\$475,156	\$391,374	\$267,642	\$1,134,172
53.	February 2023	\$475,156	\$391,374	\$267,642	\$1,134,172
54.	March 2023	\$475,156	\$391,374	\$267,642	\$1,134,172
55.	April 2023	\$475,156	\$391,374	\$267,642	\$1,134,172
56.	May 2023	\$475,156	\$391,374	\$267,642	\$1,134,172
57.	June 2023	\$475,152	\$391,374	\$267,642	\$1,134,168
Contract Year 4 Total		\$5,701,868	\$4,696,488	\$3,211,704	\$13,610,060
58.	July 2023	\$496,729	\$392,095	\$270,005	\$1,158,829

ATTACHMENT C

Month No.	Month	Converged Network Services (with Integrated Requirements Services)	Voice Communication Services (with Integrated Requirements Services)	Security Operations Center Services (with Integrated Requirements Services)	Total (Monthly Fixed Fee)
59.	August 2023	\$496,729	\$392,095	\$270,005	\$1,158,829
60.	September 2023	\$496,729	\$392,095	\$270,005	\$1,158,829
61.	October 2023	\$496,729	\$392,095	\$270,005	\$1,158,829
62.	November 2023	\$496,729	\$392,095	\$270,005	\$1,158,829
63.	December 2023	\$496,729	\$392,095	\$270,005	\$1,158,829
64.	January 2024	\$496,729	\$392,095	\$270,005	\$1,158,829
65.	February 2024	\$496,729	\$392,095	\$270,005	\$1,158,829
66.	March 2024	\$496,729	\$392,095	\$270,005	\$1,158,829
67.	April 2024	\$496,729	\$392,095	\$270,005	\$1,158,829
68.	May 2024	\$496,729	\$392,095	\$270,005	\$1,158,829
69.	June 2024	\$496,723	\$392,095	\$270,005	\$1,158,823
Contract Year 5 Total		\$5,960,742	\$4,705,140	\$3,240,060	\$13,905,942
70.	July 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
71.	August 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
72.	September 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
73.	October 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
74.	November 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
75.	December 2024	\$582,626	\$410,475	\$278,829	\$1,271,930
76.	January 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
77.	February 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
78.	March 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
79.	April 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
80.	May 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
81.	June 2025	\$582,626	\$410,475	\$278,829	\$1,271,930
Contract Year 6 Total		\$6,991,512	\$4,925,700	\$3,345,948	\$15,263,160
82.	July 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
83.	August 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
84.	September 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
85.	October 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
86.	November 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
87.	December 2025	\$599,107	\$412,605	\$288,115	\$1,299,827
88.	January 2026	\$599,107	\$412,605	\$288,115	\$1,299,827
89.	February 2026	\$599,107	\$412,605	\$288,115	\$1,299,827
90.	March 2026	\$599,107	\$412,605	\$288,115	\$1,299,827
91.	April 2026	\$599,107	\$412,605	\$288,115	\$1,299,827
92.	May 2026	\$599,107	\$412,605	\$288,115	\$1,299,827
93.	June 2026	\$599,107	\$412,605	\$288,115	\$1,299,827

ATTACHMENT C

Month No.	Month	Converged Network Services (with Integrated Requirements Services)	Voice Communication Services (with Integrated Requirements Services)	Security Operations Center Services (with Integrated Requirements Services)	Total (Monthly Fixed Fee)
Contract Year 7 Total		\$7,189,284	\$4,951,260	\$3,457,380	\$15,597,924
94.	July 2026	\$606,124	\$408,262	\$292,855	\$1,307,241
95.	August 2026	\$606,126	\$408,263	\$292,856	\$1,307,245
96.	September 2026	\$606,126	\$408,263	\$292,856	\$1,307,245
97.	October 2026	\$606,126	\$408,263	\$292,856	\$1,307,245
98.	November 2026	\$606,126	\$408,263	\$292,856	\$1,307,245
99.	December 2026	\$606,126	\$408,263	\$292,856	\$1,307,245
100.	January 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
101.	February 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
102.	March 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
103.	April 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
104.	May 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
105.	June 2027	\$606,126	\$408,263	\$292,856	\$1,307,245
Contract Year 8 Total		\$7,273,510	\$4,899,155	\$3,514,271	\$15,686,936
Eight (8) Year Initial Term Total		\$51,612,258	\$39,184,787	\$27,512,728	\$118,309,773
106.	July 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
107.	August 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
108.	September 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
109.	October 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
110.	November 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
111.	December 2027	\$633,022	\$416,988	\$307,222	\$1,357,232
112.	January 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
113.	February 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
114.	March 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
115.	April 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
116.	May 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
117.	June 2028	\$633,022	\$416,988	\$307,222	\$1,357,232
Contract Year 9 Total		\$7,596,264	\$5,003,856	\$3,686,664	\$16,286,784
One (1) Year Extended Term Total		\$7,596,264	\$5,003,856	\$3,686,664	\$16,286,784
Nine (9) Year Term Total		\$59,208,5224	\$44,188,643	\$31,199,392	\$134,596,557

* Voice Communications Services (with Integrated Requirements Services) Charges for this month represent Charges for migrated Voice County Locations and County Authorized Users in production. Exhibit T.3 (Transition-In Plan) sets forth the County Locations migration schedule.



EXHIBIT P.2 (PRICING LIMITS) – REVISION 5

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.2**PRICING LIMITS****1. CONTRACT SUM**

Absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement (including an Amendment to extend the Term of this Agreement pursuant to Section 1.2 (Extended Term) of the Agreement), the maximum monetary amount payable by County under this Agreement, as specified in Section 1 (Introduction) of Exhibit P (Pricing), shall be the Contract Sum amount set forth below. The Contract Sum includes the Reserved Dollars set forth in Section 2 (Reserved Dollars) below and all other Charges set forth under the Agreement.

Item	Amount
Monthly Fixed Fees (Initial Term Total)	\$118,309,773
One Year Extended Term Total	\$16,286,784
Sheriff Voice Refresh Charges	\$657,900
Fixed Transition-In Fees	\$6,235,000
Reserved Dollars for Optional Work	\$15,000,000
Contract Sum	\$156,489,457

2. RESERVED DOLLARS

Absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement, the maximum monetary amount payable by County under this Agreement in connection with the provision of Optional Work, as specified in Section 7 (Optional Work) of Exhibit P (Pricing), shall be the Reserved Dollars amount set forth below.

Reserved Dollars
\$15,000,000



EXHIBIT P.6 (YEAR TO YEAR PRICE AND PERFORMANCE IMPROVEMENTS) –
REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.6**YEAR TO YEAR PRICE AND PERFORMANCE IMPROVEMENTS**

The Supplier's recommendations as to how it can deliver and measure year-to-year price and performance improvements as to the Services are set forth in this Exhibit P.6 (Year to Year Price and Performance Improvements).

1. INTRODUCTION

Supplier's pricing as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) delivers year-to-year price improvements for the Services to the County. Supplier's price reductions over time are based on "the staffing, processes, and tools that are included in Supplier's solution and necessary to achieve those reductions.

The key factors enabling the delivery of year-to-year improvements by Supplier are:

- Supplier's culture of technical excellence
- Continual service improvements
- Optimized capacity and performance management processes
- Automation of monitoring and service fulfillment
- Innovative technology insertion.

2. SUPPLIER'S CULTURE OF TECHNICAL EXCELLENCE

Supplier's commitment to technical excellence is backed by its [REDACTED], which contains multiple baselined procedures for use in systems integration. Supplier focuses on creating well-engineered designs early in the solution lifecycles of its projects and validating that its solutions meet the requirements in order to avoid the costly rework that would be required in the testing phase or once in production from design errors that should have been corrected in the design phase. In a similar manner, Supplier will work with the County to embed system security engineers and proven system security engineering practices throughout the system implementation lifecycle to build security into the systems. Supplier's adherence to design processes and Best Practices avoids the risk of potential rework.

3. CONTINUAL SERVICE IMPROVEMENTS

The foundation for Supplier's ability to achieve year-to-year price and performance improvements are its ITILv3-based processes.

Supplier's solution fully integrates its delivery of the Converged Network, Voice Communications, and Security Operations Services into the County's established processes for IT Services Management (ITSM). The solution uses the County's [REDACTED] ITSM system for automation and tracking of all process lifecycle activities, across all areas of service scope, providing a single source for objective measurement of service performance that directly supports Continual Service Improvement (CSI) in each area.

As an example, when a County user contacts the Service Desk to request a network service, the Service Desk creates a Service Request record within the County's [REDACTED] system and assigns it to the Supplier Personnel performing the Converged Network Services for fulfillment. That team acknowledges the request and begins fulfillment tasks and actions. Information about the request is recorded in the system. Record creation, assignment, and acknowledgement timestamps are all captured, as are the time

and information updates when tasks and actions are started and completed. With this information collected for all Service Requests, Supplier can identify the types of requests, assignment criteria, and fulfillment tasks and actions that occur most frequently, or take the most time, and develop specific remediations for consideration and prioritization with the County. For the most common types of Service Request, Supplier will identify and recommend methods to further automate fulfillment through additional technical integrations of [REDACTED] with other management systems, and to improve initial request information capture with enhancements to the forms and instructions on the [REDACTED] system itself. For requests or tasks that consistently take the longest, Supplier will identify automation opportunities where viable, may recommend enhancements to the knowledge articles within the knowledgebase to further assist personnel in completion, or develop corrective action plans if delays are associated with suboptimal execution of individual process steps.

While the previous example focuses on Service Requests, the same approach to CSI is embedded in all process areas of ITSM, including Incident, Problem, and Change management. Supplier's methodology drives inherent, ongoing measurement, analysis, and action through CSI that will enhance the efficiency and effectiveness of the Services, and provide the County with cost savings, throughout the term of the engagement. Two examples of where the approach to CSI will yield performance improvements are in the area of SOC Services:

- Supplier will regularly perform vulnerability assessments and work with the entire IT delivery team to improve the overall Cyber Security hygiene of County's IT assets by advising better configurations, priority patch and update regularly, and security process improvements.
- Supplier will exploit the knowledge base capabilities of the County's [REDACTED] and [REDACTED] platforms to enable Supplier's security analysts and engineers to quickly and accurately detect, respond, and mitigate threats and vulnerabilities, taking advantage of past experiences and continual learning.

4. OPTIMIZED CAPACITY AND PERFORMANCE MANAGEMENT

Using the full capabilities of the County's [REDACTED] tool, Supplier will define and implement an assessment and improvement process to optimize the County's Capacity and Performance Management systems for the end-to-end network performance. Supplier will begin this process during Transition-In during its assessment of the County's network in conjunction with Cisco Advanced Services as described in Exhibit T.3. This process can provide immense benefit to the County helping Supplier Network Service Delivery Manager achieve the County's business objectives by assuring consistent network availability and performance.

On an annual basis, Supplier plans to work with the County to hold a series of workshops with OCIT executives and architects, business unit leads, and application developers to perform an assessment and develop a network strategy that is aligned with the needs of the business. Based on these meetings and assessments, Supplier's network architects will update the network architecture so that is capable of supporting the existing business needs and has sufficient flexibility to meet future business requirements.

During the annual planning effort, Supplier will:

- Gather an updated baseline of the network's requirements, including applications such as email, voice communications, and remote access
- Determine short-, medium-, and long-term service and usage requirements of network users
- Gather performance data from endpoints, routers, switches, firewalls, and other devices

- Review and analyze network performance audit reports
- Analyze bandwidth usage and determine whether or not the existing network infrastructure is sufficient for the demand
- Determine the number and type of devices the network will need to support at the present and in future time frames (six months, 12 months)
- Develop a baseline using capacity-planning and network-design tools to analyze network configurations
- Determine the aggregate amount of bandwidth required, and correlate this into the type of circuits that will support the traffic
- Analyze the need for network redundancy and how this will translate into additional capacity.

The result is a high-level architecture and an updated implementation-ready detailed infrastructure solution design as well as detailed designs for network operations management, service management and policies. Supplier will assess the challenges and business drivers as well as the state of the County's current network architecture to develop requirements, strategies, road maps, and operations plans. Supplier will evaluate people, expertise, processes, governance, organization, tools, and metrics in light of industry best practices and analyze the current state of the service capabilities, providing a benchmark of the service maturity with respect to budgeting, forecasting, and planning. On completion of the effort, Supplier will update high-level designs with an approach to meeting immediate and long-term requirements that ensure investment protection and provide scalable, resilient architecture models that offer the highest return on that investment.

5. AUTOMATION OF MONITORING AND SERVICE FULFILLMENT

The County is working to implement its new Security Event and Information Management (SEIM) system, [REDACTED]. Supplier expects to work with this tool to tune/evolve its capabilities to efficiently correlate events to detect and respond to threats and vulnerabilities to include improved correlation rules and workflow automation.

Supplier will deploy the [REDACTED] tool, which will provide the ability to perform Cisco UC user provisioning from a single, secure location instead of having to use multiple Cisco UC applications to provision end users. The [REDACTED] tool also provides the capability to automate UC IMACs with the benefits of increased operational efficiency and a reduced opportunity for human error. It has the capability to limit administration access through location-based security designations, further reducing the likelihood of human errors.

6. INNOVATIVE TECHNOLOGY INSERTION

Supplier has made significant investments in research and development of new IT infrastructure solutions, forging strategic alliances with industry leaders such as Cisco, [REDACTED], [REDACTED] and [REDACTED]. Supplier's advanced solutions transform security and service delivery to achieve end-to-end policy enforcement for all connected devices, enabling greater flexibility with seamless roaming capabilities across the enterprise. Supplier will leverage its strategic alliances to position the County for next-generation network and voice services to meet the County's business objectives.

Some innovative technologies for the County's consideration are:

- **Software Defined.** - Wide Area Networks (SD-WAN). Adopting this technology would help the County achieve alignment between business strategy, application policy and WAN configuration. It would enable the WAN to provide increased application reliability, availability, performance and

security. Deploying SD-WAN would allow new WAN segments to be provisioned much faster and application policy can be applied to each segment allowing for enhanced security, increased performance and reduced cost.

- **Software Defined. Access (SDA).** Adopting this technology would provide the County with an open software-driven architecture resulting in end-to-end segmentation to keep user, device and application traffic separate without a redesign of the network. SDA allows for automation of access policies for users, devices and applications from cloud to device and from WAN to edge. SDA sets the stage for automation saving valuable network staff time by dynamically setting and enforcing the policies that keep the network secure allowing network engineers redirect time from provisioning, configuring and troubleshooting the legacy methods of configuring the County's routers.

Supplier will work with the County to adopt technology innovations that will provide the County with a more reliable, consistent, cost-effective, and proactive network environment.



EXHIBIT R (REQUIRED REPORTS) – REVISION 3

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT R**REQUIRED REPORTS**

This Exhibit R (Required Reports) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. Capitalized terms used in this Exhibit R (Required Reports) shall have the meaning ascribed in the Agreement, including Exhibit X (Definitions), unless expressly otherwise defined herein.

No.	Report	Description	Source	Report Frequency
1.	Monthly Network Availability Report (ITSM)	This report shows Network Availability by class of sites on a monthly basis. It includes LAN and WAN Availability by class of sites. It also includes packet delivery ratio, Network transit delay, and jitter reports as well.	██████████	Monthly
2.	Monthly Network Capacity Report (ITSM)	This report shows Network services capacity and trend. Report on capacity issues. Purpose capacity changes base on forecast and trend.	██████████	Monthly
3.	Weekly Change Report	Show number of Changes for the week. Normal versus emergency Changes. Change status and issues.	SAIC-██████████ Problem Management	Weekly
4.	Quarterly Configuration Management Report (ITSM)	Report detailing quarterly Configuration Management Database report for assets in production.	CMDB	Quarterly
5.	Incident Management Report (ITSM)	This report shows the number of Incidents opened during the selected date range grouped by Service or assignment group. Major issues for the month.	██████████	Monthly
6.	Problem Management Report (ITSM)	This report shows the number of Problems that are currently open from the date that they were created. The tickets are grouped by priority. Includes the status of problem resolution, and RCA analysis on major Incidents.	SAIC-██████████ Problem Management	Monthly

No.	Report	Description	Source	Report Frequency
7.	Service Request Fulfillment (ITSM)	This report shows the number of Service Requests (Work Orders) that are currently open by days aged and grouped by priority. Note: includes Work Order summary.	██████████	Weekly
8.	Usage by Resource Unit (RU) (ITSM)	This report describes usage by resource unit.	Monthly Reports	Monthly
9.	Monitoring tools RU report	This report is used to validate CMDB RU counts. This should be a consolidated report of RU monitored by different tools including security devices.	██████████	Quarterly
10.	Weekly Services Status Reports (ITSM)	Written report summarizing the status and progress of the Supplier/OCIT owned action items captured during the Operations Review Team – Steady State meetings.	██████ Report discussed in weekly Operations Review Team – Steady State meeting with County	Bi-Weekly
11.	Asset Management Activity Summary	Report of all IMAC activity, including voice, network, and other IMACs.	██████████	Monthly
12.	Steady-State Project Status (ITSM)	Report weekly and monthly summary of project activity. Note: includes monthly report.	██████████ Enterprise PNO Tools Account Specific Access Database	Weekly and Monthly
13.	SLR Reports (ITSM) As defined in Exhibit H (Service Level Requirements)	Per SLR as defined in Exhibit H.1 (Service Level Requirements).	Multiple as defined in Exhibit H.1 (Service Level Requirements)	Monthly
14.	Chargeback Reports (ITSM)	Report of chargeback activity & related details.	██████████	Monthly

No.	Report	Description	Source	Report Frequency
			Monthly Invoice Detail	
15.	Incident and Problem Activity and Resolution (P1 and P2) (ITSM)	Report of Incident summaries and Resolution activities.	[REDACTED]	Weekly & Monthly
16.	Voice Call Activity Reports for Automated Call Distribution (ACD)	Report detailing telephone call distribution activity.	[REDACTED]	Agency Self-service On Demand as needed. Ad-Hoc/On Demand as needed.
17.	Voice Call Detail Reports (CDR) Reports	Reports detailing telephone call activity.	[REDACTED]	Agency Self-service On Demand as needed. Ad-Hoc/On Demand as needed.
18.	Voice Gateway Utilization Reports	Report detailing voice gateway utilization activity.	[REDACTED]	Monthly
19.	VoIP Component Performance Reports	Report detailing VOIP performance including CPU, registered devices, memory usage, attempted vs. completed calls.	[REDACTED]	Monthly Daily or Weekly per request
20.	CUCM Collector	CUCM performance dashboard reports.		Monthly Daily or Weekly per request
21.	Phone Status Reports	Report detailing phone status.	[REDACTED]	Monthly Daily or Weekly per request
22.	Intelligent Voice Response (IVR)	Report detailing system, network and application availability.		Weekly & Monthly
23.	Call Volume Trends	Report detailing applications including weekly call volumes.	[REDACTED]	Monthly

No.	Report	Description	Source	Report Frequency
				Ad-Hoc/On Demand via [REDACTED] Portal as needed
24.	Intelligent Voice Response (IVR) Status	Report detailing IVR status, including call path and interfaces.	[REDACTED]	Weekly & Monthly
25.	Attempted (Offered) and Handled Call Volume Summary	Report summarizing attempted (offered) and handled call volumes.	[REDACTED]	Weekly & Monthly Ad-Hoc/On Demand via [REDACTED] Portal as needed
26.	Call Handling Reports	Report summarizing call duration, call transferred and abandoned calls.	[REDACTED]	Weekly & Monthly Ad-Hoc/On Demand via [REDACTED] Portal as needed
27.	SIP Trunk Line Usage Report	Report summarizing line usage reports with call volume by session.	[REDACTED]	Weekly & Monthly
28.	On-Net Call Report	Report summarizing the on network calls (e.g., long distance, international, frequent, 211, 411, 911, expensive of the top 200 calls).	[REDACTED]	Weekly & Monthly Ad-Hoc/On Demand via [REDACTED] Portal as needed
29.	Voice Conferencing Usage Summary Report	Future use: report summarizing Voice conference usage.	TBD	Weekly & Monthly
30.	Staffing Site and Systems Access Reports (ITSM)	Report with details of physical/logical access to all agencies, and for notification of people who have quit.	Service Delivery Management	Quarterly
31.	CIRT Incident	This report shows all security related tickets with supporting detail information opened in a date range.	[REDACTED]	Monthly

No.	Report	Description	Source	Report Frequency
32.	Security Event	This report shows security event details of security events that were opened within the date range and by the Priorities and impacts selected.	[REDACTED]	Monthly
33.	Security Incident (CIRT)	Report upon discovery of a cyber Security Incident.	[REDACTED]	Immediately
34.	Security Event (By Application)	Report on security event By security application. Note: The source of the event should come from the application (i.e., HDLP, IPS/IDS, etc.).	[REDACTED]	Monthly or Upon Request
35.	Security Controls SSAE 16 Service Organization Reports (SOC) 2 Report (ITSM) Corporate Report for Service within Supplier Data Centers	Report on controls at a service organization relevant to security, Availability, processing integrity, confidentiality or privacy of the Services and issue a report thereon for the applicable fiscal year (MSA).	[REDACTED]	Annually
36.	Security Incident Management Events (SIEM)	Report detailing security events and response summary.	[REDACTED]	Monthly
37.	Security Controls	Report detailing remediation actions taken for all Priority Level 1 and Priority Level 2 Security Incidents.	[REDACTED] Service Requests	When required and weekly until remediation has been completed
38.	Firewall Changes	Report detailing number of rules per named firewall that have changes in rule count since last report.	Net MRI	Weekly
39.	Security Events and Response Summary	Report detailing updated status of for all additions to IP blacklist and email domains manually added to the black list as the result of a cyber security access attempt, phishing attempts or other incident that could be classified as a cyber security compromise.	[REDACTED]	Monthly

No.	Report	Description	Source	Report Frequency
40.	Authorized Staff with Access to Computing and Network Equipment Areas	List of authorized staff (including County, Supplier, and Third Party Vendors) who have access to computing and Network Equipment areas.	County Badge System	Monthly
41.	MDF/IDF Site Inspection	Results from site inspection of all County facilities with MDFs and IDFs.	Spreadsheets with data collected by staff	Twice annually
42.	Network Optimization	Results from network optimization efforts.	██████████	Every six (6) months
43.	SOC Effectiveness	Report Using SOC performance metrics to analyze the return on investment and mission effectiveness of the SOC Assets, including individual SOC Software tools and infrastructure Equipment components, and report the analyses findings, recommend Asset procurements, and recommended SOC actions that will improve SOC performance or reduce costs.	██████████	Quarterly
44.	Documentation Audit	Report the findings of the documentation audit.	██████████ Documentation repositories	Annually
45.	Asset Lifecycle	Report detailing life cycle Management of all County Assets (e.g., end of sale, end of support, end of life).	██████████	Monthly
46.	Technology Refresh	Lists the Assets that are due to be refreshed in the upcoming plan year.	██████████	Annually
47.	Asset License and Maintenance Agreement Expirations	List Asset license and Maintenance agreement expiration dates.	██████████	Quarterly

No.	Report	Description	Source	Report Frequency
48.	Asset Purchase Price	Report detailing Asset purchase price report to be provided by County and entered into the CMDB by Supplier.		Monthly
49.	WebEx Device Detailed Usage	Report detailing individual calls per [REDACTED] device with call times and a variety of performance statistics.	[REDACTED]	Weekly and Monthly
50.	WebEx Device Usage Chart	Graph of total hours of calls per [REDACTED] device for the top ten (10) devices.	[REDACTED]	Weekly and Monthly
51.	[REDACTED] Weekly Tracker	Weekly report tracking to ensure reports are generated and accurate. Also, to ensure that any performance issues are addressed.	[REDACTED]	Weekly
52.	[REDACTED] Device Usage Totals	Report detailing the [REDACTED] device hours of use for the week, type of device, IP address and MAC address.	[REDACTED]	Weekly
53.	[REDACTED] Attendees	Report detailing every meeting per user with dates, time, duration as well as call performance statistics.	[REDACTED]	Weekly
54.	Daily Testing Report	Report of test calls to/from a group of units at each location to verify call routing capability and WebEx availability for each location.	[REDACTED]	Daily
55.	PEN Testing Report	Report detailing test results, findings and recommended remediation/action plan by County department with sufficient detail such that the report may be used to inform and educate other members of the County Enterprise Security Team, and to expand or focus SOC monitoring efforts.		Annually
56.	County Third Party Vendor Provided Circuits Recommendations	Subject and pursuant to Item 15 of Table 3 of Exhibit A.2, a report detailing recommendations for upgrades and downgrades of Circuits based on the cumulative data gathered. Recommendations shall	[REDACTED]	Quarterly

No.	Report	Description	Source	Report Frequency
		be validated and justified based on data obtained from Third Party Vendors providing Circuit services.		



EXHIBIT W (COUNTY POLICIES, PROCEDURES, AND GUIDELINES)

REVISION 3

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT W**COUNTY POLICIES, PROCEDURES, AND GUIDELINES**

No.	Name	Document Reference
1.	Cyber Security Policy	County Cybersecurity Policy
2.	Cyber Incident Reporting	County Cyber Incident Reporting Policy
3.	Information Technology Usage	Information Technology Usage Policy
4.	Patch Management	County Patch Management Policy
5.	Security Review and Approval Process	County Security Review and Approval Process
6.	Use of Administrative Accounts	Use of Administrative Accounts by System Administrators and End User
7.	User Provisioning	User Provisioning Policy
8.	Variance Review and Approval Process	County Variance Review and Approval Process Policy
9.	Vulnerability Management	County Vulnerability Management Policy
10.	Alcohol and Drug-Free Workplace	County Code of Conduct
11.	Employee Lactation Accommodation	Employee Lactation Accommodation Policy
12.	Equal Employment Opportunity (EEO) and Anti-Harassment	EEO and Anti-Harassment Policy and Procedure
13.	Health Insurance Portability and Accountability Act (HIPAA)	HIPAA Policies Manual
14.	Legal Hold	Legal Hold Policy
15.	Levine Act Policy	Levine Act Policy
16.	Record Retention Policy	County Records Management Policy
17.	Safety and Loss Prevention Policy and Procedure	<ul style="list-style-type: none"> • 306 County Safety and Loss Prevention Policy and Procedure • High Risk Categories
18.	Safety Procedures	Safety and Loss Prevention
19.	Social Media Use Policy and Procedure	County Social Media Participation Guidelines
20.	Surplus Policy	County Surplus Personal Property
21.	Telecommuting	Telecommuting Policy
22.	Travel Policy	County Business Travel and Meeting Policy
23.	Ad Hoc Report Requests	I-AHR-Ad Hoc Report Requests PROD; V-OPS-Reports Requests PROC
24.	Document Management	I-CM-Portfolio Document Management Prod
25.	Service Level Management	I-SLR-Service Level Requirement Management Procedure
26.	Incident Management	I-IM-Incident Management Proc; I-IM-Major Incident Handling Prod

No.	Name	Document Reference
27.	Problem Management	I-PRB-Problem Management Proc; I-PRB-Problem Management Prod; I-PRB-Root Cause Analysis Prod
28.	Change Management	I-CHM-Change Management Proc; I-CHM-Change Management Prod
29.	Release Management	I-RM-Release Management Process
30.	Capacity Management	I-CAPM-Capacity Management Proc; I-CAPM-Capacity Management Prod
31.	Configuration Management	I-CM-Configuration Management Proc; I-CM-Configuration Management Prod
32.	Availability Management	I-AM-Availability Management Proc; I-AM-Availability Management Prod
33.	Asset Life Cycle Management	I-ASSM-Asset Management Proc; I-ASSM-Asset Management PROD
34.	On-Boarding / Off-Boarding / Building Access Procedures	I-PPS-User Enrollment Procedure; I-PPS-User Disenrollment Procedure; IS-OASA-Onboarding and Additional Site Access
35.	Semi-Annual Customer Satisfaction Survey Review Process	I-CSAT-Semi-Annual Customer Satisfaction Survey Review PROC
36.	IT Service Continuity Management	SAIC SOC Business Continuity and Disaster Recovery Plan; V-DR-Disaster Recovery Testing and Failover
37.	Project Management	P-PM-Work Order Proc
38.	Work Order / Service Request Handling Procedure	I-SROIT_Management_PROD
39.	Network: Monitoring and Alerting	N-NS-Network Monitoring and Performance Tools-PROD
40.	Network: Diagram and Documentation Standards	N-ND-Network Drawing N-CS-Cabling Standards
41.	Network: Load Balancer	N-LB-Load Balancer-PROD
42.	Network: IP & Domain Services	N-IPAM-IP Address Management-PROD; N-DHCP-Dynamic Host Configuration-PROD; N-DNS-Domain Name System-PROD
43.	Network: Configurations Standards and Management	N-NS-Network Device Standards; N-NTP-Network Time Protocol-PROD
44.	Network: Wireless Networking & Configuration	N-WLAN-Wireless LAN Management-PROD
45.	Network: Security Services Configuration	N-SSC-[REDACTED] Allocation-PROD; N-SSC-[REDACTED]-PROD; N-SSC-[REDACTED]-PROD; N-SSC-[REDACTED]-PROD
46.	Network: Firewall Rule Configuration	N-FC-Firewall Rule Request

No.	Name	Document Reference
47.	Network: Security Appliance Management (NDLP / HDLP, IDS / IPS)	N-SAM-General Security Appliance Management-PROD
48.	Network: Remote Access	N-RA-[REDACTED] Appliance Upgrade-PROD; N-RA-[REDACTED] RDP-PROD; N-RA-[REDACTED]-PROD; N-RA-[REDACTED]-PROD
49.	Network: Engineering tools access and standards	N-ETAS-Engineering Tools Access and Standards
50.	Voice: Backup – Strategy, Periodicity, Storage Retention, Storage Responsibility, and Testing	V-DR-Backup Strategy PROC
51.	Voice: Logging - Strategy, Periodicity, Storage Retention, Storage Responsibility, and Testing	V-OPS-Logging PROC
52.	Voice: Capacity Management/Contact Center Capacity Management	V-OPS-Capacity Management PROC
53.	Voice: Request Management	V-OPS-Request Fulfillment PROC; V-OPS-Request Fulfillment – IMAC PROC
54.	Voice: Escalation Procedure	V-OPS-Monitoring and Alerting-PROC
55.	Voice: Management of Contact Center Services	V-OPS-Management of Contact Services PROC
56.	Voice: Assignment of DIDs / Maintaining Dial Plans	V-OPS-Voice Assignment of DIDs PROC
57.	Voice: Management of Voicemails / Messages / Storage / Retention / Retrieval Process	V-OPS-Management of Voicemails PROC
58.	Voice: Building Turn up Process	V-MIG-Voice Migration and Building Turn Up PROC
59.	Voice: Password Reset and Delivery Process	V-VM-Password Reset PROC
60.	Voice: Patch Management	V-OPS-Patch Management PROC
61.	Voice: QA Process	V-QA-Quality Assurance PROC
62.	Voice: Start of Shift/End of Shift Procedures	V-OPS-Voice Services Operations Management PROD
63.	Security Operations Center (SOC): Information Security Management (Concept of Operations Manual (ConOps), SOC System Security Procedure)	SOC Security Plan
64.	Security Operations Center (SOC): Cyber Threat Management Communication Mechanisms	Cyber Threat Management Communication Mechanisms
65.	Security Operations Center (SOC): SOC Playbook	SAIC SOC Playbook
66.	Security Operations Center (SOC): Vulnerability Management	SAIC-County Vulnerability Management Program; SECOPS-CVAP- County Vulnerability Advisory Process
67.	Security Operations Center (SOC): Digital Forensics and Chain of Custody	Forensics Laboratory Processes and Procedures
68.	Security Operations Center (SOC): Teleworking Guidelines	Place of Performance, teleworking guidelines