

**AMENDMENT NUMBER 4
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY
AGREEMENT BY AND BETWEEN
COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 4 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 4") 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 4 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; and Amendment 3, dated February 9, 2021 ("Amendment 3").

WHEREAS, the Parties desire to enter into this Amendment 4 for the purposes of modifying (1) Exhibit A.3 (Voice Communications FSA) to add Supplier [REDACTED] support Services; (2) Exhibit D (Functional Service Area Matrix) to add John Wayne Airport (JWA) as an Eligible Customer and to make other administrative changes; (3) Exhibit K (Key Personnel) to reflect County Approval of updates to Supplier Key Personnel; (4) Exhibit P.1.1 (Monthly Fixed Fee Payments) to reflect the addition of JWA Complex Business Support and [REDACTED] Focused Support Services; (5) Exhibit P.2 (Pricing Limits) to update the Contract Sum; (6) Exhibit P.3 (Unit Pricing) to add JWA Complex Business Support and [REDACTED] Focused Support Services; (7) Exhibit R (Required Reports) to add reports related to the [REDACTED] Focused Support Services; and (8) Exhibit X (Definitions) to incorporate the definitions JWA Complex Business Support and [REDACTED] Focused Support.

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. Exhibit A.3 (Voice Communications FSA) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit A.3 (Voice Communications FSA) – Revision 1, which is incorporated into the Agreement by this reference.
2. Exhibit D (Functional Service Area Matrix) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit D (Functional Service Area Matrix) – Revision 1, which is incorporated into the Agreement by this reference.
3. Exhibit K (Key Personnel) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 4, which is incorporated into the Agreement by this reference.
4. Exhibit P.1.1 (Monthly Fixed Fee Payments) – Revision 1 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 2, which is incorporated into the Agreement by this reference.
5. Exhibit P.2 (Pricing Limits) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.2 (Pricing Limits) – Revision 2, which is incorporated into the Agreement by this reference.
6. Exhibit P.3 (Unit Pricing) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.3 (Unit Pricing) – Revision 1, which is incorporated into the Agreement by this reference.
7. Exhibit R (Required Reports) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit R (Required Reports) – Revision 1, which is incorporated into the Agreement by this reference.
8. Exhibit X (Definitions) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit X (Definitions) – Revision 3, which is incorporated into the Agreement by this reference.

B. This Amendment 4 shall be effective upon execution 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 4 and any

provision of the original Agreement, and/or its amendments/modifications, other than this Amendment 4, 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 4
2. Amendment 3
3. Amendment 2
4. Amendment 1
5. The original Agreement.

(Signature Page Follows)

The Parties evidence their entire agreement to the terms of this Amendment 4 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

Contracts, Senior Principal
Title



April 27, 2021

Signature

Date

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

Joel Golub
Print Name

County Chief Information Officer
Title

Signature

Date

**APPROVED AS TO FORM
COUNTY COUNSEL**


Patrick Brusio, Deputy County Counsel

Approved by Board of Supervisors on: _____



EXHIBIT A.3 (VOICE COMMUNICATIONS FSA) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

Table of Contents

List of Tables..... i

1. Voice Communications Services Overview 1

2. Voice Communications Services Requirements 3

 2.1. General Responsibilities..... 3

 2.2. Voice Services..... 6

 2.3. Voice Messaging..... 7

 2.4. Contact Center Services 8

 2.5. Directory Services..... 10

 2.6. [REDACTED] Focused Support Services 11

List of Tables

Table 1. General Responsibilities..... 3

Table 2. Voice Services Responsibilities..... 6

Table 3. Voice Messaging Services Responsibilities..... 8

Table 4. Contact Center Services Responsibilities 9

Table 5. Directory Services Responsibilities..... 10

Table 6. [REDACTED] Focused Support Services 11

EXHIBIT A.3**VOICE COMMUNICATIONS FSA**

This Exhibit A.3 (Voice Communications FSA) (sometimes referred to in this document as this “**FSA**” or “**Voice Communications 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) (the “**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. Voice Communications Services Overview

This FSA sets forth the roles and responsibilities of Supplier for the Voice communications Services provided by Supplier to County under the Agreement as part of the Services (“**Voice Communications Services**”). Voice Communications Services includes all work, tasks, and activities, including those detailed in this FSA, required to provide County and Authorized Users with a comprehensive Voice communication system. Supplier is responsible for Management of the overall County Voice communication environment and lifecycle (including gathering and defining requirements, engineering, design, Implementation, Management, Operations, Maintenance, and IMACs of all County Voice communication components), and Voice communication provisioning, security, administration, troubleshooting, and performance Management (including quality of Voice communications, Availability and capacity Management, and Incident and Problem Management and Resolution) of the County Voice communication environment. The Voice Communications 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.

In addition to the Services set forth in this FSA, the Voice Communications Services also include all tasks, subtasks, and Deliverables necessary to and/or associated with migrating County’s Voice environment in place as of the Reference Date to the transformed Voice environment selected by County, as further described in Exhibit T (Transition-In).

Supplier’s Voice Communications Services responsibilities include Implementation, Management, Operation, Maintenance, and Incident and Problem Management and Resolution (e.g., Break/Fix) of the following aspects of County’s Voice communication environment, including all Assets related thereto, and Coordination with all Third Party Vendors associated with County’s Voice communication environment:

- (A) County IP and VOIP-based Voice communications, including:
 - (i) Call processing;
 - (ii) Voice messaging (e.g., voicemail email integration);
 - (iii) Self-service portal (e.g., password reset);
 - (iv) User mobility;
 - (v) Auto attendants;

- (vi) Unified communication and collaboration, including:
 - (a) Instant messaging and presence;
 - (b) Voice conferencing;
 - (c) Voice and video conferencing; and
 - (d) Desktop and document sharing;
- (vii) E-fax;
- (viii) E911, including:
 - (a) Delivery of station level caller ID to the PSAP with location detail that includes address, floor, and the quadrant, to the extent permitted by the County's then-existing location detail;
- (ix) Call center Operations (██████████) including:
 - (a) Desktop and PC based soft phone;
 - (b) On-site and remote agents (i.e., telecommute);
 - (c) Contact queuing (e.g., availability, wait, queue);
 - (d) Communication channels (e.g., Voice, chat, ██████████);
 - (e) Interactive Voice Response ("IVR");
 - (f) Automated Call Distribution ("ACD") and associated reporting;
 - (g) Computer Voice Integration ("CTI"), including application integration (e.g. ██████████);
 - (h) ADA-compliant Services and systems (including teletypewriters, telecommunications devices for the deaf, hearing impaired volume control, and sight impaired devices);
 - (i) Management of custom, standard, and ad hoc reports; and
 - (j) Third Party Vendor ancillary services (e.g., Reader Boards, video monitor).
- (B) Voice call components, including:
 - (i) Local service (dial tone);
 - (ii) Long distance;
 - (iii) Calling cards;
 - (iv) Inbound toll-free; and
 - (v) 411 Services;
- (C) Managed call accounting system billing administration using County's then-current tool (current tool as of the Reference Date is ██████████);
- (D) CoS and QoS for Authorized Users;
- (E) Direct inward dial ("DID"); and
- (F) Analog based devices and connectivity, including:

- (i) Alarms;
- (ii) Paging systems;
- (iii) Modems;
- (iv) Fax lines;
- (v) Facility management systems (including badges and HVAC); and
- (vi) Elevator phones.

2. Voice Communications Services Requirements

In addition to the Services, activities, tasks, subtasks, Deliverables, and responsibilities required in Exhibit A.2 (Converged Network FSA), Supplier is responsible for the additional activities, tasks, subtasks, and responsibilities related to County’s Voice communication environment described in this FSA. Where the Converged Network Management Services relate to components of County’s Voice communication environment, Supplier is responsible to perform such Converged Network Management Services as part of the Voice Communications Services, regardless of whether those activities, tasks, subtasks, and responsibilities required in Exhibit A.2 (Converged Network FSA) are specifically set forth in this FSA.

2.1. General Responsibilities

Supplier’s general responsibilities for providing Voice Communications Services include those tasks, subtasks, and Deliverables set forth in Table 1 (General Responsibilities) below.

Table 1. General Responsibilities

General Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least quarterly thereafter, identify Best Practices for Voice communication strategies to address County’s existing and evolving functional, security, and regulatory requirements.
(2)	Provide Voice communication design and engineering that meet County strategies, specifications, and requirements.
(3)	Implement, Manage, Operate, and Maintain Voice Communications Services components Approved by County, including Assets and Coordination of Third Party Vendors, that meet all County requirements including County functional, security, and regulatory requirements.
(4)	Implement, Manage, Operate, and Maintain Voice communications Assets as described in this FSA to provide the Services and enable the functions, features, and applications that meet all County operational requirements including County functional, security, and regulatory requirements
(5)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least annually thereafter, identify and provide analyses with respect to new and emerging Voice communication trends, solutions, and components to meet changes in the County’s business requirements and improve overall County Voice communications operations.

General Responsibilities	
(6)	Monitor all Voice communications infrastructure components in coordination with overall County Network monitoring and alerting operations.
(7)	Complete all tasks needed to provide Resolution of all Incidents and Problems (e.g., Break/Fix) related to Voice Communications Services components.
(8)	Maintain records and Documentation of Voice communication activity and provide County with written reporting of the same as requested by County, including in support of law enforcement investigations and other forensic activities.
(9)	Implement, Manage, Operate, and Maintain Voice communications-related Assets.
(10)	Implement, Manage, Operate, and Maintain Voice communications Circuits for County Locations.
(11)	Coordinate with Third Party Vendors, including inter-exchange carriers, to ensure Voice communications connectivity for County Locations.
(12)	Coordinate delivery of the Voice Communications Services with County and its Eligible Customers, all other Supplier groups providing Services to County, Third Party Vendors, and other third parties (including with respect to IMACs and Service Requests).
(13)	Document all Voice communication Outages and provide written reporting of each Outage to County that identifies the regional impact, source of Outage, and mitigating and preventative measures completed, in progress, and recommended to prevent future similar Outages, in each case in accordance with the County notification levels (e.g., red, yellow, green notifications), Root Cause Analysis requirements, and otherwise in the format and detail level Approved by County.
(14)	Issue broadcast notification at the appropriate County notification level (e.g. RYG Notifications), of any Outages to County, Authorized Users, and the other County stakeholders and third parties, including Third Party Vendors, identified by County.
(15)	Manage Authorized User provisioning (including, account set up, password resets, and account deletions and terminations) in accordance with County requirements and Policies, Procedures, and Guidelines.
(16)	Manage and Maintain County's Voice communications spares inventory as required to ensure continuous operation of the County Voice communication environment and otherwise meet all County requirements and the Service Level Requirements.

General Responsibilities

- (17) Manage, Operate, and Maintain County provided Software and solutions to deliver billing reports regarding the Voice communication environment and components thereof, (including [REDACTED], toll charges, 411, long distance, and conferencing) in accordance with County requirements, and assist the County with resolving any billing inquiries by Coordinating with Third Party Vendors and providing County with written reports and recommendations with respect to billing inquiries and disputes.
- (18) Implement, Manage, Operate, and Maintain County-Approved business continuity and disaster recovery plans with respect to the Voice Communications Services and include in or update such plans as required to address County requests for emergency and extraordinary events or circumstances planning.
- (19) Provide written Work Orders, proposals, reporting, and insights in response to County requests and initial requirements and in accordance with the County required timeline provided in connection with each request (e.g., Work Orders, proposals, reporting, and insights related to Voice communications technical design, Implementation, ongoing Operation and Maintenance requirements, Asset requirements, risks, alternatives, and cost).
- (20) Execute on the foregoing County requests where Approved by County in accordance with the Change Control Process.
- (21) Implement, Manage, Operate, and Maintain all components and connectivity associated with analog devices, including alarms, paging systems, modems, fax lines, and elevator phones.
- (22) Maintain up-to-date Authorized User training Documentation and training related to County's Voice communication environment, including Voice communications functionality training and voicemail training, as requested by County or Authorized Users.
- (23) Provide and Maintain Circuit diagrams and cabling plan for Voice communications.
- (24) Implement, Manage, Operate, and Maintain DID's schema and processes based on and in accordance with Approved dial plan and County Policies, Procedures, and Guidelines.
- (25) Implement, Manage, Operate, and Maintain interoperability between County-owned Voice infrastructures (e.g., VoIP), including County-managed VoIP systems.
- (26) Provide Voice communications accounting support, which includes the following:
- (a) Maintaining all call detail recording records from all Voice systems and provide ad hoc reporting as required; and
 - (b) Implementing, Managing, Operating, and Maintaining Software that grants County-assigned staff with self-service access to current detail information, in accordance with County detail requirements, on a given phone set or a group of phone sets.

General Responsibilities	
(27)	Maintain County provided telephone record database, to be used for County internal chargeback processes and requirements.
(28)	Create, Implement, Manage, Operate, and Maintain auto attendant settings and scripts in accordance with County requirements.

2.2. Voice Services

Supplier shall perform all tasks and subtasks necessary to provide Voice communications to Authorized Users and in public areas throughout County Locations (the “Voice Services”). As part of the Voice Services, Supplier shall conduct planning and assessment, design, engineering, Implementation, training, and ongoing monitoring and Management, Operation, and Maintenance of Voice communications solutions and components, including all Voice communication Assets.

Voice Services shall be provided by Supplier to County Locations and Authorized Users utilizing County Voice communication systems. The Voice communication environment components that Supplier is responsible for Implementing, Managing, Operating, and Maintaining as part of the Voice Services include VoIP systems, single-line telephones, multi-line telephones, consoles, fax lines, modem lines, and auxiliary Equipment such as headsets, speakerphones, correctional facilities phones, bells, overhead paging, and add-on modules. Supplier shall provide Voice Services in order to allow Authorized Users to receive local, long-distance, and toll-free incoming calls and to make intra-campus, inter-campus, outside local, outside long distance, and international calls (provided Supplier shall limit international calling capabilities to those stations and Authorized Users identified by County from time to time during the Term). Supplier’s Voice Services responsibilities include those tasks, subtasks, and Deliverables set forth in Table 2 (Voice Services Responsibilities) below.

Table 2. Voice Services Responsibilities

Voice Services Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least annually thereafter, identify Best Practices to meet County requirements, including with respect to locations, number of sets, functions and features, and Maintenance schedules, for County review.
(2)	Provide Voice communication technical design and engineering, as requested by County, to meet County requirements.
(3)	Implement, Manage, Operate, and Maintain end-to-end Voice Services technology and systems that provide best-in-class Voice communication to Authorized Users and meet County requirements.
(4)	Implement, Manage, Operate, and Maintain end-to-end internal and external Voice communications connectivity, including configuration of Assets, Third Party Vendor services, and peripheral Voice communication components.

Voice Services Responsibilities	
(5)	Implement, Manage, Operate, and Maintain all systems and technology, including Assets, to ensure continuous and best-in-class operation of the County e-911 incoming and outgoing communications.
(6)	Implement, Manage, Operate, and Maintain adaptive Voice telecommunications technology, Third Party Vendor services, and Assets as required by Law or directed by County to provide Voice communications to disabled individuals.
(7)	Implement, Manage, Operate, and Maintain County-Approved dialing plans and Authorized User authorizations and privileges.
(8)	Complete physical and logical IMACs, including: <ul style="list-style-type: none"> (a) Standard IMACs including phone installations; and (b) Complex IMACs including auto attendant, IVR routing, and scripting changes and single-digit menu changes.
(9)	Complete Resolution of all Voice communication Incidents and Problems (e.g., Break/Fix, including line static and dropped calls), and Coordinate County and Third Party Vendor Resolution activities.
(10)	Maintain all Voice communication systems and technology in accordance with County requirements, maintenance plans, and schedules, maintain up-to-date Maintenance logs, and provide Maintenance reporting to County in accordance with County frequency and detail requirements.
(11)	Assign DIDs as Approved by County in accordance with County requirements.
(12)	Test all on-premises Assets as required to ensure continuous Voice communication availability and operation, including testing battery, backup power, servers, and Network Components, and/or, as applicable, Coordinate with Third Party Vendors to complete all necessary testing, including County's backup power vendor.
(13)	Maintain during the Term and deliver to County upon termination or expiration all Voice call data logs.
(14)	Perform local and long-distance usage monitoring for Authorized Users and provide County with periodic reports related to the same, as requested by County.
(15)	Conduct ad hoc eDiscovery tasks and document and report on the same, as requested by County from time to time.

2.3. Voice Messaging

Supplier shall perform all activities required to ensure the efficient storage and retrieval of Voice messages by Authorized Users and to Implement, Manage, Operate, and Maintain related Voice messaging technology and systems (“**Voice Messaging**” and such services “**Voice Messaging Services**”). Supplier’s

responsibilities to provide the Voice Messaging Services include those tasks, subtasks, and Deliverables set forth in Table 3 (Voice Messaging Services Responsibilities) below.

Table 3. Voice Messaging Services Responsibilities

Voice Messaging Services Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least annually thereafter, identify in writing Voice Messaging technologies and strategies to meet County requirements for County review.
(2)	Implement, Manage, Operate, and Maintain Voice Messaging technology and processes, as Approved by County, to meet County requirements.
(3)	Design, Implement, Manage, Operate, and Maintain the unified messaging integration to the County's email.
(4)	Implement, Manage, Operate, and Maintain auto attendants in accordance with County requirements.
(5)	Monitor, Manage, and Maintain detailed logs and records, and report on Voice Messaging usage by Authorized Users, as requested by County.
(6)	Manage and Maintain Voice Messaging storage capacity in accordance with County standards, requirements, and Policies, Procedures, and Guidelines.
(7)	Manage and Maintain Voice Messaging retention during the Term, and deliver to County upon termination or expiration, in accordance with County requirements and regulations applicable to County.
(8)	Complete Voice mailbox IMACs.
(9)	Create, Manage, and Maintain up-to-date new user training material Documentation.
(10)	Maintain all Voice Messaging systems and technology in accordance with County requirements, Maintenance plans and schedules, and Maintain up-to-date Maintenance logs and provide Maintenance reporting to County in accordance with County frequency and detail requirements.
(11)	Implement, Manage, Operate, and Maintain auto attendant and create and Manage and Maintain up-to-date Documentation and recordings for the same for County review and Approval.
(12)	Conduct ad hoc eDiscovery tasks and document and report on the same, as requested by County (e.g., call detail reporting per DID and stored Voice Messages).

2.4. Contact Center Services

Supplier shall perform all activities required to Implement, Manage, Operate, and Maintain a call contact

center that includes call processing and call flow with integrated ACD and IVR systems (“**Contact Center**” and such services the “**Contact Center Services**”). Supplier shall be responsible for planning and assessment, Implementation, Operation, and ongoing Management and Maintenance of the Contact Center. Supplier’s responsibilities to provide Contact Center Services include those tasks, subtasks, and Deliverables set forth in Table 4 (Contact Center Services Responsibilities) below.

Table 4. Contact Center Services Responsibilities

Contact Center Services Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least annually thereafter, identify in writing IVR, ACD, and other Contact Center technologies and strategies to meet County requirements for County review.
(2)	Implement, Manage, Operate, and Maintain IVR, ACD, and other Contact Center technologies Approved by County to meet County strategies and requirements, including Implementing, Managing, Operating, and Maintaining the following functional capabilities: <ul style="list-style-type: none"> (a) Customized call flow and queue Management; (b) Time of day controlling and holiday control for ACD queues; (c) Supervisor monitoring of ACD agent calls (e.g., ability to choose a call, barge in, silently monitor, and conduct whisper coaching); (d) Agent ability to log into more than one queue (e.g., multi-language, multi-queue); (e) Call recordings, which must be Maintained for the period of time defined by County in accordance with County requirements and applicable law; (f) Integration with reader boards; (g) ACD agent account coding for each call (e.g., ability to enter case numbers and other identifiers as needed for call tracking and identification); (h) Supervisor real time and historical data logs and report-generating; and (i) Multilanguage features (e.g., ACD, IVR, auto attendant).
(3)	Complete all IMACs related to Contact Center technology, systems, functions, features, and Assets.
(4)	Provide Software support (currently [REDACTED] [REDACTED] such as CTI support and application integration (e.g., screen pop).
(5)	Implement, Manage, Operate, and Maintain an inbound toll free contact number.
(6)	Perform agent/queue Moves, Adds, and Changes for Authorized Users, including desktop connectivity.

Contact Center Services Responsibilities	
(7)	Create, Manage, and Maintain up-to-date configuration Documentation for Contact Center technology, including IVR and ACD.
(8)	Provide consultation and advice on Best Practices and trends to County stakeholders and Third Party Vendors operating Contact Centers for County in developing new or modifying existing Contact Center Technology, including IVR and ACD applications and functionality.
(9)	<p>Maintain logs and details regarding, and report to County on traffic analysis and calls on a monthly basis or as otherwise requested by County in the format and with the detail level required by County, including the minimum following information:</p> <ul style="list-style-type: none"> (a) 800 in-bound Network traffic summary report; (b) Call detail hourly summary; (c) Call detail traffic summary; (d) Report by each 800 number; (e) Call detail traffic summary by agency; (f) Trunk utilization for all trunk groups; (g) Call detail by location; (h) Call completion analysis; (i) All standard call center performance metrics; (j) Call prompter summary; (k) Traffic by number and date; (l) Unassigned routing termination number (“RTN”); and (m) Dial number by RTN.
(10)	Conduct periodic training for agents and supervisors on Contact Center technology, including IVR, ACD functionality, and CTI application integration, in accordance with County requirements or as otherwise requested by County.
(11)	Create and Maintain a self-help video, for County’s review and Approval, for agents and supervisors for training on Contact Center technology, including IVR, ACD functionality, and CTI application integration.

2.5. Directory Services

Supplier shall perform all activities required to integrate and Manage Voice communications with the County directory (“**Directory Services**”). Supplier shall Maintain accurate and up-to-date phone numbers in the County directory. Supplier’s responsibilities to provide Directory Services include those tasks, subtasks, and Deliverables set forth in Table 5 (Directory Services Responsibilities) below.

Table 5. Directory Services Responsibilities

Directory Services Responsibilities	
(1)	By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and on an ongoing basis of at least annually thereafter, identify in writing directory listings to meet County requirements for County review.
(2)	Accurately assign and publish numbers in the directory.
(3)	Implement, Manage, Operate, and Maintain directory integration from Voice communications to County directory to enable updates to and from County’s directory to Voice communications in real time.
(4)	Maintain up-to-date directory in accordance with County requirements.
(5)	Implement, Manage, Operate, and Maintain a phone-displayed County directory.

2.6. [REDACTED] Focused Support Services

Supplier shall perform all activities required to integrate and Manage Voice communications with the County WebEx and Exchanges capabilities (“[REDACTED] Focused Support”). Supplier shall Maintain integration to critical applications used in the [REDACTED] solution. Supplier’s responsibilities to provide [REDACTED] Focused Support include those tasks, subtasks, and Deliverables set forth in Table 6 below.

Table 6. [REDACTED] Focused Support Services

Focused Services Responsibilities	
(1)	Manage, operate, and Maintain [REDACTED] WebEx Rooms Solution within the Information Technology Service Management (“ITSM”) structure being managed by the Supplier within the County IT Enterprise.
(2)	Monitor and provide 24x7 event, incident, and Change Management for the current [REDACTED] Endpoints.
(3)	Monitor functionality associated with [REDACTED] Endpoints to support [REDACTED] troubleshooting and remediation.
(4)	Create and Maintain a knowledge base with configuration documentation containing critical [REDACTED] solution information.
(5)	Conduct daily testing of [REDACTED] solution to test for basic functionality.
(6)	Supplier will apply any Original Equipment Manufacturer (“OEM”) required or recommended Patches to the [REDACTED] core servers and provide post-deployment testing to ensure that the [REDACTED] solution remains secure and operational within OEM specifications.
(7)	Apply OEM required or recommended Patches to the [REDACTED] WebEx Rooms Solution upon Approval from the County via Change Management process.

Focused Services Responsibilities	
(8)	Provide Microsoft (“MS”) Exchange integration support.
(9)	Supplier, at the request of the County, will assist with ensuring MS Exchange (“Outlook”) scheduling of [REDACTED] WebEx Rooms Solution is properly integrated and working with the County’s Exchange or Office365 environment.
(10)	Provide Cisco WebEx integration support.
(11)	Supplier will ensure that [REDACTED] integration/interoperability with Cisco’s WebEx and WebEx Teams is working as designed and will monitor the WebEx call, if requested, to ensure proper quality throughout.
(12)	Provide reporting indicating [REDACTED] endpoint utilization
(13)	Provide Tier 3 Incident Management support.
(14)	Supplier shall perform IMAC Services related to relocation of [REDACTED] devices.



EXHIBIT D (FUNCTIONAL SERVICE AREA MATRIX) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT D

FUNCTIONAL SERVICE AREA MATRIX

The responsibility matrix set forth below represents the Eligible Customers that shall be supported by Supplier as part of the Services.

Agency Code	Eligible Customer Name	Various Integration Requirements	Converged Network Services	Converged Network Services (Non-Standard)	Voice Communication Services	Voice Communications Services (Non-Standard)	Separate Cabling Voice Network Services
AC	Auditor - Controller						
ASR	Assessor						
BOS	Board of Supervisors						
CEO	County Executive Office						
CEO	Risk Management						
CEO	County Procurement Office						
OCIT	OC Information Technology						
CFCOC	Children & Families Commission of Orange County						
COB	Clerk of the Board						
COCO	County Counsel						
CREC	Clerk-Recorder						
CSS	Child Support Services						
DA	District Attorney						
DA	District Attorney Public Administrator						
DA	District Attorney Domestic Violence						
DPHD	Dana Point Harbor Department						
GJ	Grand Jury						
HCA	Health Care Agency						
HCA	Public Guardian						
HRS	Human Resource Services						
IA	Internal Audit						
JWA	John Wayne Airport						
OCCR	OC Community Resources						
OCEthics	Office of Campaign Finance and Ethics Commission						
OCIT							
OCLL	Public Law Library						
OCPW	OC Public Works						

Agency Code	Eligible Customer Name	Various Integration Requirements	Converged Network Services	Converged Network Services (Non-Standard)	Voice Communication Services	Voice Communications Services (Non-Standard)	Separate Cabling Voice Network Services
OCS	OC Sheriff's Department						
OCS	OC Sheriff's Department Communications						
OCS	OC Sheriff's Department Court Operations						
OCWR	OC Waste & Recycling						
OIR	Office of Independent Review						
PROB	OC Probation Department						
PUBDEF	Public Defender						
ROV	Publishing Services						
ROV	Registrar of Voters						
SSA	Social Services Agency						
TTC	Treasurer-Tax Collector						

* **“WAN HAND OFF”** in the table above denotes that Supplier will provide Wide Area Network Services (e.g., voice and data Network Services and connectivity between (1) The core Network point of presence located at the [REDACTED] and [REDACTED]; and (2) The Eligible Customer specific sites for the designated Eligible Customer) but shall not be responsible for providing data Local Area Network connectivity. “WAN HAND OFF” occurs when data leaves the Eligible Customer’s edge device (the last device in the Network that is managed by the Eligible Customer) and is transported through the County WAN to the Internet or to another Eligible Customer (the same or different Eligible Customer) edge device. When “WAN HAND OFF” is indicated in the table above, the applicable Eligible Customers are responsible for all data LAN infrastructure (e.g., cabling, circuits, routers, switches, etc.) and management of their data LAN infrastructure within that specific facility.

Following initial design, installation, and configuration of the Converged Networks of the [REDACTED], which as of the Reference Date include the [REDACTED], [REDACTED] shall manage, maintain, operate and administer the Network on the [REDACTED] side of the Network demarcation. Supplier will manage enterprise WAN segments on the County side of the demarcation for the [REDACTED] agencies as part of the Services under Exhibit A.2 (Converged Network FSA) and otherwise under the Agreement.

**** “JWA COMPLEX BUSINESS SUPPORT” –**

Supplier shall, from [REDACTED] of each calendar day of a calendar year, provide the applicable Services specified in Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA) and A.4 (Security Operations Center FSA) of the Agreement to support JWA’s new Local Area Network components within JWA’s airport infrastructure that are implemented by Supplier pursuant to Work Order #NCY2-001, as amended (“NCY2-001”).

As each of NCY2-001’s milestones one through four (each individually an “NCY2-001 Milestone”) receives Final Acceptance by County, Supplier shall commence providing the above Services applicable to the new Local Area Network components associated with each NCY2-001 Milestone.

Notwithstanding any conflicting provisions of the Agreement the Parties agree as follows:

1. The above described Services shall only be subject to the following SLRs and such SLRs shall only be subject to the Business Hours and Business Days measurement periods defined by the Agreement: (i.e., the extended support hours provided to JWA shall not apply to SLR calculations.)
 - a. SLRs 1 through 21; SLRs 26 through 44; and SLRs 54 through 58
2. It is agreed that for the thirty (30) calendar day period after the County's Final Acceptance of each Milestone in NCY2-001, if an RCA's findings are that an SLR failure arose from a JWA production environment issue or NCY2-001 related implementation for the new Local Area Network technology, a Charge Reduction shall not be applied.
3. The provisions of Section 3.4 (Consumption Governance) of Exhibit P (Pricing), Exhibit P.5 (Use Reconciliation), and Exhibit P.5.1 (Use Reconciliation Examples) of the Agreement are not applicable to the above described JWA Services. The Parties agree that if either Party notifies the other of a substantive modification to the business requirements of JWA or JWA's Supplier supported infrastructure, the Parties shall negotiate in good faith, adjustments to the JWA Services Charges before any modification is made.



EXHIBIT K (KEY PERSONNEL) – REVISION 4

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	Greg Mitchell Program Manager	Telephone: 714-299-3523 Email: Gregory.C.Mitchell@saic.com
2.	Deputy Program Manager	Maureen D’Antonio Deputy Program Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
3.	Transition Manager	Maureen D’Antonio Transition Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
4.	SOC Program Manager	Stan Banash SOC Program Manager	Telephone: 714-936-3190 Email: Stan.Banash@saic.ocgov.com
5.	Network	Eric Whitten Network Services/Service Delivery Manager	Telephone: 714-714-9673 Email: Eric.Whitten@saic.com
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	KC Roestenberg Assistant CIO and Chief Technology Officer	Telephone: 714-567-5075 Email: kc.roestenberg@ocit.ocgov.com



EXHIBIT P.1.1 (MONTHLY FIXED FEE PAYMENTS) – REVISION 2
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

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)
24.	September 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
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
Three (3) Year Initial Term Total		\$18,495,342	\$15,007,044	\$10,743,365	\$44,245,751
46.	July 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
47.	August 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
48.	September 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
49.	October 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
50.	November 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
51.	December 2022	\$475,156	\$378,874	\$267,642	\$1,121,672
52.	January 2023	\$475,156	\$378,874	\$267,642	\$1,121,672
53.	February 2023	\$475,156	\$378,874	\$267,642	\$1,121,672
54.	March 2023	\$475,156	\$378,874	\$267,642	\$1,121,672
55.	April 2023	\$475,156	\$378,874	\$267,642	\$1,121,672

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)
56.	May 2023	\$475,156	\$378,874	\$267,642	\$1,121,672
57.	June 2023	\$475,152	\$378,874	\$267,642	\$1,121,668
Contract Year 4 Total		\$5,701,868	\$4,546,488	\$3,211,704	\$13,460,060
58.	July 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
59.	August 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
60.	September 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
61.	October 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
62.	November 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
63.	December 2023	\$475,844	\$379,595	\$270,005	\$1,125,444
64.	January 2024	\$475,844	\$379,595	\$270,005	\$1,125,444
65.	February 2024	\$475,844	\$379,595	\$270,005	\$1,125,444
66.	March 2024	\$475,844	\$379,595	\$270,005	\$1,125,444
67.	April 2024	\$475,844	\$379,595	\$270,005	\$1,125,444
68.	May 2024	\$475,844	\$379,595	\$270,005	\$1,125,444
69.	June 2024	\$475,838	\$379,595	\$270,005	\$1,125,438
Contract Year 5 Total		\$5,710,122	\$4,555,140	\$3,240,060	\$13,505,322
Two (2) Year Extended Term Total		\$11,411,990	\$9,101,628	\$6,451,764	\$26,965,382
Five (5) Year Term Total		\$29,907,332	\$24,108,672	\$17,195,129	\$71,211,133

* 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 2

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)	\$44,245,751
Two Year Extended Term Total	\$26,965,382
Sheriff Voice Refresh Charges	\$657,900
Fixed Transition-In Fees	\$6,235,000
Reserved Dollars for Optional Work	\$8,500,000
Contract Sum	\$86,604,033

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
\$8,500,000



EXHIBIT P.3 (UNIT PRICING) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.3**UNIT PRICING**

The per unit costs and rates stated in this Exhibit P.3 (Unit Pricing) are effective during the Term and are only for use in the calculation of unit based pricing in connection with pricing by Supplier for Optional Work (e.g., Work Orders), Benchmarking as provided under the Agreement, and in the event a Service or part of a Functional Service Area is terminated. For the avoidance of doubt, the unit pricing in this Exhibit P.3 (Unit Pricing) has no relevance to or impact on the Monthly Fixed Fees for the Services under the Agreement set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) and the calculation of any Use Reconciliation as described in Exhibit P.5 (Use Reconciliation).

No.	Resource Unit	Unit of Measure	Units (July 2018 Actual)	Monthly Per Unit Pricing for Converged Network Services (with Integrated Requirements Services)	Monthly Per Unit Pricing for Voice Communication Services (with Integrated Requirements Services)	Monthly Per Unit Pricing for Security Operations Center Services (with Integrated Requirements Services)	Total Per Unit Monthly Pricing
1.		Qty of Circuits		\$40	\$7		\$47
2.		Qty of routers		\$355	\$0		\$355
3.		Qty of switches		\$234	\$0		\$234
4.		Qty of devices		\$300			\$300
5.		Qty of Access Points		\$40			\$40
6.		Qty of VPN users		\$7			\$7
7.		Qty of devices		\$450			\$450
8.		Qty of P-to-P VPNs		\$375			\$375
9.		Fixed				\$242,875	\$242,875
10.		Qty of firewalls		\$1,000			\$1,000
11.		Qty of proxy servers		\$450			\$450
12.		Qty of IPS/IDS devices				\$400	\$400
13.		Qty of devices		\$750			\$750
14.		Qty of devices		\$600			\$600
15.		Qty of devices		\$750			\$750
16.		Qty of devices		\$350			\$350
17.		Qty of Monthly IMACs		\$250	\$0	\$0	\$250
18.		Qty of Monthly IMACs		\$700	\$0	\$0	\$700
19.		Qty of UPSs		\$75	\$0		\$75
20.		Qty of IP-PBX handsets			\$7		\$7
21.		Qty of Softphone			\$20		\$20
22.		Qty of Voicemail			\$4		\$4
23.		Qty of Auto Attendants			\$100		\$100
24.		Qty of Sites			\$750		\$750
25.		Qty of Agency			\$500		\$500
26.		Qty of Queues			\$100		\$100
27.		Qty of Agents			\$5		\$5
28.		Qty of Systems			\$500		\$500
29.		Qty of Systems			\$500		\$500

No.	Resource Unit	Unit of Measure	Units (July 2018 Actual)	Monthly Per Unit Pricing for Converged Network Services (with Integrated Requirements Services)	Monthly Per Unit Pricing for Voice Communication Services (with Integrated Requirements Services)	Monthly Per Unit Pricing for Security Operations Center Services (with Integrated Requirements Services)	Total Per Unit Monthly Pricing
30.		Qty of Agents			\$10		\$10
31.		Qty of devices			\$13		\$13
32.		Qty of devices			\$700		\$700
33.		Qty of devices			\$15		\$15
34.		Qty of routers			\$275		\$275
35.		Qty of Monthly IMACs		\$0	\$25	\$0	\$25
36.		Qty of Monthly IMACs		\$0	\$30	\$0	\$30
37	JWA Complex Business Support	Fixed		\$34,500	\$0	\$0	\$34,500
38	Focused Support	Fixed		\$0	\$21,600	\$0	\$21,600



EXHIBIT R (REQUIRED REPORTS) – REVISION 1
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	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.	██████████	Weekly & Monthly
16.	Voice Call Activity Reports for Automated Call Distribution (ACD)	Report detailing telephone call distribution activity.	██████	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.	██████	Agency Self-service On Demand as needed. Ad-Hoc/On Demand as needed.
18.	Voice Gateway Utilization Reports	Report detailing voice gateway utilization activity.	██████	Monthly
19.	VOIP Component Performance Reports	Report detailing VOIP performance including CPU, registered devices, memory usage, attempted vs. completed calls.	████████████████████	Monthly Daily or Weekly per request
20.	██████ Collector	██████ performance dashboard reports.		Monthly Daily or Weekly per request
21.	Phone Status Reports	Report detailing phone status.	████████████████████	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.	██████	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.	[REDACTED]	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.	[REDACTED]	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.	██████ Device Detailed Usage	Report detailing individual calls per ██████ device with call times and a variety of performance statistics.	██████	Weekly and Monthly
50.	██████ Device Usage Chart	Graph of total hours of calls per ██████ device for the top ten (10) devices.	██████	Weekly and Monthly
51.	██████████ Weekly Tracker	Weekly report tracking to ensure reports are generated and accurate. Also, to ensure that any performance issues are addressed.	██████	Weekly
52.	██████████ Device Usage Totals	Report detailing the ██████ device hours of use for the week, type of device, IP address and MAC address.	██████████	Weekly
53.	██████ Attendees	Report detailing every meeting per user with dates, time, duration as well as call performance statistics.	██████████	Weekly
54.	Daily Testing Report	Report of test calls to/from a group of units at each location to verify call routing capability and ██████ availability for each location.	██████████	Daily



EXHIBIT X (DEFINITIONS) – REVISION 3
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

Table of Contents

- 1. 24x7x365 1
- 2. Acceptance Test 1
- 3. Acceptance Criteria 1
- 4. ACL 1
- 5. AD 1
- 6. Add 1
- 7. Adjustment Trigger 1
- 8. Administrative Cost 1
- 9. AIR 1
- 10. Affiliate 1
- 11. Agreement 2
- 12. AICPA 2
- 13. Amendment 2
- 14. Annual At-Risk Amount 2
- 15. Annual Benchmark Reviews 2
- 16. Annual Plan 2
- 17. Annual Planning 2
- 18. Approve 2
- 19. Approved Reassignments 2
- 20. Assets 2
- 21. Asset and Life Cycle Management Services 2
- 22. Asset Staging 3
- 23. Asset Tag 3
- 24. Auditors 3
- 25. Authorized Users 3
- 26. Authorized Billing and Payment Mechanisms 3
- 27. Automated Call Distribution System 3
- 28. Available 3
- 29. Backup and Recovery Services 3
- 30. Backup and Restoration SLRs 3
- 31. Bankruptcy Code 3
- 32. Baseline Use Metrics 3
- 33. Benchmark 3

34. Benchmarker 3

35. Benchmarking 4

36. Benchmarking Service(s) Set..... 4

37. Best Practices 4

38. Blackout Period 4

39. Break/Fix 4

40. Break/Fix and Maintenance Services 4

41. Bridge Letter 4

42. Business as Usual 4

43. Business Continuity/Disaster Recovery Requirements..... 4

44. Business Day 4

45. Business Hours 4

46. Business Objectives..... 5

47. Calendar Day(s) 5

48. Card Associations 5

49. Capacity and Availability Management Services 5

50. Card Access System..... 5

51. C.F.R. 5

52. Change 5

53. Change 5

54. Change Advisory Board 5

55. Change and Release Management 6

56. Change and Release Management Services 6

57. Change Control Process 6

58. Change of Control 6

59. Change Management..... 6

60. Change Management Services..... 6

61. Change Request 6

62. Charge Reduction..... 6

63. Charge Reduction Weighting Factor 6

64. Charges..... 6

65. CIO..... 6

66. Circuit 6

67. CIRT 6

68. Class of Service..... 7

69. CLETS..... 7

70. Commencement Date..... 7

71. Confidential Information..... 7

72. Configuration Management Database..... 7

73. Configuration Management..... 7

74. Configuration Management Services..... 7

75. Consents..... 7

76. Contact Center 7

77. Contact Center Services 7

78. Contract Sum 8

79. Contract Year 8

80. Converged Network 8

81. Converged Network Management Services 8

82. Coordinate 8

83. County..... 8

84. County Custom Documentation 8

85. County Custom Intellectual Property 8

86. County Custom Software 9

87. County Cyber Incident Response Plan 9

88. County Data 9

89. County Documentation..... 9

90. County Equipment 9

91. County Indemnitees..... 9

92. County Intellectual Property..... 9

93. County Licensed Property 9

94. County Location 9

95. County Modified Documentation 10

96. County Modified Intellectual Property 10

97. County Modified Software 10

98. County Owned Intellectual Capital 10

99. County Personal Data..... 10

100. County Personnel..... 10

101. County Project Manager 10

102. County Proprietary Intellectual Property..... 11

103. County Proprietary Software 11

104. County Service Performance Manager 11

105. County Software 11

106. County’s Remedial Acts..... 11

107. County Resources 11

108. County Systems..... 11

109. County Third Party Intellectual Property 11

110. County Third Party Software..... 11

111. County’s Disaster Recovery Plan..... 11

112. Cross-Over Issues 11

113. CPRA 11

114. CTI 12

115. CTMC..... 12

116. Damage Limit 12

117. Data Center 12

118. Data Privacy Laws 12

119. Day(s) 12

120. Deferred Compensation for Sustainable Savings..... 12

121. Degradation 12

122. Deliverable 12

123. Deliverables At-Risk Amount 12

124. Design, Enhancement, and Implementation Services 12

125. Design Specifications Services 12

126. Designated Key Supplier Personnel 13

127. Designated Subcontractor 13

128. Developed Materials..... 13

129. DHCP 13

130. DID..... 13

131. Directory Services 13

132. Disabling Devices 13

133. Disaster 13

134. Disaster Recovery Plan(s)..... 13

135. Disclosing Party 13

136. DNS..... 13

137. Documentation 13

138. Documentation Services 14

139. Eligible Customer 14

140. Embedded Supplier Proprietary Documentation 14

141. Embedded Supplier Proprietary Intellectual Property 14

142. Embedded Supplier Proprietary Software 14

143. Embedded Supplier Third Party Documentation 14

144. Embedded Supplier Third Party Intellectual Property 14

145. Embedded Supplier Third Party Software..... 14

146. Employment Claims 15

147. Engineering Assistance Services 15

148. Entity 15

149. Environment..... 15

150. Environmental Laws 15

151. Environmental Loss 15

152. Environmental Matters 15

153. Environmental Release 15

154. Equipment..... 15

155. Equipment Leases 16

156. Established Supplier Personnel..... 16

157. Exhibits 16

158. Extended Term 16

159. Fee Reduction 16

160. Finally Determined 16

161. Final Acceptance 16

162. Final Test 16

163. Financial and Chargeback Management and Invoicing Services 16

164. Firewall Management, DMZ, and Internet Infrastructure Services 16

165. Fixed Fee 16

166. FTE..... 17

167. Full-Time 17

168. Functional Service Area..... 17

169. Future Environmental Law 17

170. Generally Available 17

171. Governance 17

172. Hazardous Materials Indemnity Claims 17

173. Hazardous Materials 17

174.	High Availability	18
175.	HIPAA	18
176.	HVAC	18
177.	Holdback Amount	18
178.	IDF	18
179.	IDS	18
180.	IMAC Services.....	18
181.	Implement.....	18
182.	Implementation and Migration.....	18
183.	Implementation and Migration Services	18
184.	Incident	18
185.	Incident and Problem Management Services.....	19
186.	Incident Management System	19
187.	Indemnity Claims	19
188.	Initial Component Testing.....	19
189.	Initial Term	19
190.	Install.....	19
191.	Install, Move, Add, Change	19
192.	Integrated Requirements.....	19
193.	Integrated Test.....	19
194.	Integration and Testing Services.....	19
195.	Intellectual Property	19
196.	Interfaces	20
197.	Interfering Acts	20
198.	Invoice.....	20
199.	IP	20
200.	IP Management Services.....	20
201.	IPS.....	20
202.	IPsec	20
203.	ISS.....	20
204.	ISO and NIIST Compliant	20
205.	IVR	20
206.	JWA Complex Business Support.....	20
207.	Key Milestone Allocation	21
208.	Key Deliverable	21

209. Key Deliverable Failure 21

210. Key Milestone 21

211. Key Milestone Scheduled Duration..... 21

212. LAN Services 21

213. Laws 21

214. Law and Justice Agencies 21

215. License Management Services 21

216. Live Communication 21

217. Local Area Network..... 21

218. Locations 22

219. Long-Range IT Plan..... 22

220. Losses 22

221. Maintain 22

222. Maintenance Hours..... 22

223. Maintenance Window..... 22

224. Manage 22

225. Managed Contracts..... 22

226. Managed Vendor 23

227. Materials 23

228. Maximum Project Charges..... 23

229. Measured Metrics 23

230. Measurement Interval 23

231. MDF..... 23

232. Migrated Services..... 23

233. Milestone 23

234. Monthly Fixed Fee..... 23

235. Monthly Key Milestone Payment..... 23

236. Moral Rights..... 23

237. Move 23

238. NAT..... 24

239. Network 24

240. Network Component 24

241. Network Documentation Services 24

242. Network Enhancement Insight 24

243. Network Monitoring and Reporting Services 24

244.	Network Operations Center.....	24
245.	Network O&M.....	24
246.	Network O&M Services.....	25
247.	Network Security Services	25
248.	New Advances.....	25
249.	No Charge Work Order	25
250.	Non-Recurring Initiatives	25
251.	Normal Operations	25
252.	Notice of Failure.....	25
253.	Not to Exceed.....	25
254.	Object Code.....	25
255.	Open Source Software	25
256.	Operate	26
257.	Operating System.....	26
258.	Operations Handbook.....	26
259.	Operations Review Team – Projects	26
260.	Operations Review Team – Steady State	26
261.	Optional Work.....	26
262.	Original Equipment Manufacturer	26
263.	Outage.....	26
264.	OWPR	26
265.	Parties	26
266.	Party.....	26
267.	Pass Through Expenses	27
268.	Pass Through Plus Mark-Up	27
269.	Patch	27
270.	PCI DSS	27
271.	PDU	27
272.	Peak Average Measure	27
273.	Pending Status	27
274.	Performance Data	27
275.	Performance Failures	27
276.	Performance Management Services.....	27
277.	Person	27
278.	Phone Device(s)	27

279. Planning and Analysis Services..... 28

280. PMEFs..... 28

281. Policies, Procedures, and Guidelines 28

282. Port..... 28

283. Priority Level 28

284. Priority Level 1 28

285. Priority Level 2 28

286. Priority Level 3 28

287. Priority Level 4 28

288. Privacy and Security Laws 28

289. Problem..... 28

290. Professional Services..... 29

291. Project..... 29

292. Project Management 29

293. Project Management Office..... 29

294. Project Management Services 29

295. Project Manager..... 29

296. Proposal 29

297. Provisioned 29

298. Quality of Service 29

299. R-Y-G Notifications..... 29

300. RAID..... 29

301. Ramp-Up Period..... 29

302. Rate Card..... 29

303. RCA Services..... 30

304. Receiving Party..... 30

305. Reconciliation Adjustment..... 30

306. Reference Date 30

307. Refresh 30

308. Refresh Services 30

309. Release 30

310. Release Management 30

311. Release Management Services 30

312. Remote Access 30

313. Remote Access Services 30

314. Report(s) 30

315. Requirements..... 30

316. Requirements Support Services 31

317. Reserved Dollars 31

318. Residual Knowledge 31

319. Resolution 31

320. Reviews 31

321. Revisions 31

322. RFID 31

323. RTN..... 31

324. Root Cause Analysis 32

325. RYG..... 32

326. R-Y-G Notifications..... 32

327. SAN..... 32

328. SDWAN..... 32

329. Security Incident 32

330. Security Incident Breach Notice..... 32

331. Security Operations Center..... 32

332. Security Rule 32

333. Security Services 32

334. Service Level Monitoring and Reporting Services..... 32

335. Service Level Requirements..... 33

336. Service Levels..... 33

337. Service Request..... 33

338. Services 33

339. Service Taxes..... 33

340. SIEM 33

341. SLR Failure..... 33

342. SLR Earnback Review Period..... 34

343. SLR Earnback Review Period Average..... 34

344. SOC Data 34

345. SOC Objectives 34

346. SOC Services..... 34

347. SOC Transition Plan..... 34

348. Software..... 34

349. Source Materials 34

350. SOX..... 34

351. SR Disposition..... 34

352. SSAE..... 34

353. SSL 35

354. Status Report 35

355. Subcontractor 35

356. Subcontracts 35

357. Supplier 35

358. Supplier Assets 35

359. Supplier Documentation 35

360. Supplier Embedded Items 35

361. Supplier Infringement Claims..... 36

362. Supplier Infringement Exclusions..... 36

363. Supplier Infringement Trigger 36

364. Supplier Intellectual Property 36

365. Supplier IT Service Overall Contract Delivery Manager 36

366. Supplier Key Personnel 36

367. Supplier Location 36

368. Supplier Modified Documentation 36

369. Supplier Modified Intellectual Property 36

370. Supplier Modified Items..... 37

371. Supplier Modified Software 37

372. Supplier Personnel 37

373. Supplier Proprietary Documentation..... 37

374. Supplier Proprietary Intellectual Property..... 37

375. Supplier Proprietary Software 37

376. Supplier Records 38

377. Supplier Reference Intellectual Property..... 38

378. Supplier Resources..... 38

379. Supplier Regulatory Requirements 38

380. Supplier Service Delivery Manager 38

381. Supplier Shared Service Center..... 38

382. Supplier Software..... 38

383. Supplier Third Party Documentation 38

384. Supplier Third Party Intellectual Property 38

385. Supplier Third Party Software 38

386. Sustainable Savings 39

387. System Change 39

388. Systems 39

389. Technological Improvements 39

390. Technology Lifecycle Management Plan 39

391. Technology Lifecycle Management Services 39

392. Technology Refreshment and Replenishment Services 39

393. ██████████ Focused Support Services 39

394. Term 39

395. Termination Assistance Services 39

396. Termination Transition Period 39

397. Termination Transition Plan 40

398. Third Party Software 40

399. Third Party Vendor 40

400. Ticket 40

401. Time and Materials 40

402. Total Availability Hours 40

403. Total Hours 40

404. Total Sites 40

405. Training and Knowledge Transfer Services 40

406. Transition 40

407. Transition-In 40

408. Transition-In Plan 41

409. Transition-In Deliverable 41

410. Transition Team 41

411. Trusted Identification 41

412. Trusted User 41

413. TR&R 41

414. TTP 41

415. Type 1 Work Order 41

416. Type 2 Work Order 41

417. Type II Audit Report 41

418. Type II Audit Cure Date 42

419. Type II Audit Reporting Period..... 42

420. Type II Report..... 42

421. Update 42

422. UPS..... 42

423. Version 42

424. Video Conferencing..... 42

425. Virus(es) 42

426. Voice..... 42

427. Voice Communications Services 42

428. Voice Messaging 42

429. Voice Messaging Services 42

430. Voice Services 42

431. Voice Over IP 43

432. VPN..... 43

433. WAN Services..... 43

434. WAN Transport Services 43

435. Weighting Factor..... 43

436. Wide Area Network 43

437. Wireless Access Point..... 43

438. Work Order 43

439. Works 43

440. Written Acknowledgement..... 43

EXHIBIT X**DEFINITIONS**

This Exhibit X (Definitions) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange and Science Applications International Corporation (SAIC), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. This Exhibit contains defined terms that are used throughout the Agreement and the Exhibits.

1. 24x7x365

“**24x7x365**” shall mean twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

2. ACCEPTANCE TEST

“**Acceptance Test**” and “**Acceptance Tests**” shall have the meaning set forth in Section 19.2 (Additional Testing) of the Agreement.

3. ACCEPTANCE CRITERIA

“**Acceptance Criteria**” means the Requirements (including the requirement set forth in the applicable Work Order) and any other acceptance criteria mutually agreed to by the parties.

4. ACL

“**ACL**” means access control list.

5. AD

“**AD**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

6. ADD

“**Add**” means, with respect to an IMAC: (i) for Equipment and Network Components, the on-site installation or modification of additional Equipment or Network Components (such as phone handsets and network equipment such as routers and switches) and appropriate Equipment or Network Components driver to currently installed Equipment or Network Components; and (ii) for Software, the installation or modification of Software products, to installed Equipment and Network Components (via diskette or other method), without any customization.

7. ADJUSTMENT TRIGGER

“**Adjustment Trigger**” shall have the meaning set forth in Exhibit P (Pricing).

8. ADMINISTRATIVE COST

“**Administrative Cost**” shall have the meaning set forth in Section 7.4.6 (Security Incident Costs).

9. AIR

“**Air**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

10. AFFILIATE

“**Affiliate**” as to Supplier or County, means any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a

Party, or (b) controlled by, or under common control with, a Party. For the purposes of the County, “Affiliate” includes all entities governed by County’s Board of Supervisors.

11. AGREEMENT

“**Agreement**” means the Managed Services and Outsourcing Agreement, together with the Exhibits, Schedules, Documentation, Functional Service Areas, future Approved Work Orders, and all other materials incorporated herein by reference, and all amendments thereto.

12. AICPA

“**AICPA**” shall mean the American Institute of Certified Public Accountants.

13. AMENDMENT

“**Amendment**” shall mean any change to the terms and conditions of this Agreement set forth in a negotiated written amendment to this Agreement that must be prepared and executed by each of the Board of Supervisors and Supplier’s authorized representative.

14. ANNUAL AT-RISK AMOUNT

“**Annual At-Risk Amount**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

15. ANNUAL BENCHMARK REVIEWS

“**Annual Benchmark Reviews**” means formal reviews that are performed pursuant to Section 5 (Benchmarking) of the Agreement.

16. ANNUAL PLAN

“**Annual Plan**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

17. ANNUAL PLANNING

“**Annual Planning**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

18. APPROVE

“**Approve**” or “**Approval**” means, unless the action under this Agreement explicitly requires approval by the County’s Board of Supervisors, the written authorization by the CIO (or his or her designee) for any consent, authorization, or other approval required from County under this Agreement. Approval by the County’s Board of Supervisors means consent, authorization, or other approval that must be officially adopted by the County’s Board of Supervisors.

19. APPROVED REASSIGNMENTS

“**Approved Reassignments**” shall have the meaning set forth in Section 12.1 (Supplier Program Manager) of the Agreement.

20. ASSETS

“**Assets**” means Equipment, Network Components, and Software. County owns all Assets under this Agreement.

21. ASSET AND LIFE CYCLE MANAGEMENT SERVICES

“**Asset and Life Cycle Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

22. ASSET STAGING

“**Asset Staging**” means the receipt and preparation of an Asset for deployment into the County IT Environment. Such Service includes configuration, imaging and Software installation (individual Software products or Images), Asset Tagging, and entry of Asset data into the Asset Management System, and various parameter settings.

23. ASSET TAG

“**Asset Tag**” means an identification tag, including RFID tags, meeting the requirements set forth in County’s Policies, Procedures, and Guidelines that is applied by Supplier to all Network Components.

24. AUDITORS

“**Auditors**” means a Party’s internal or independent third-party auditors.

25. AUTHORIZED USERS

“**Authorized Users**” means any individual or entity authorized by County to use the Services under this Agreement, whether on-site or accessing remotely, or to receive the benefit of the performance of the Services or the provision of the Deliverable, whether by a County Eligible Customer, by an Affiliate of County, or by County.

26. AUTHORIZED BILLING AND PAYMENT MECHANISMS

“**Authorized Billing and Payment Mechanisms**” shall have the meaning set forth in Exhibit P (Pricing).

27. AUTOMATED CALL DISTRIBUTION SYSTEM

“**Automated Call Distribution System**” or “**ACD**” means a hardware and software system used to route calls in a call center environment.

28. AVAILABLE

“**Available**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

29. BACKUP AND RECOVERY SERVICES

“**Backup and Recovery Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

30. BACKUP AND RESTORATION SLRS

“**Backup and Restoration SLRs**” shall mean the SLRs set forth under the “Backup and Restoration” heading under Exhibit H.1 (Service Level Requirements Table).

31. BANKRUPTCY CODE

“**Bankruptcy Code**” means Title 11 of the United States Code.

32. BASELINE USE METRICS

“**Baseline Use Metrics**” shall have the meaning set forth in Exhibit P (Pricing).

33. BENCHMARK

“**Benchmark**” shall have the meaning set forth in Section 5.1(C) (Benchmarking Process) of the Agreement.

34. BENCHMARKER

“**Benchmarker**” shall have the meaning set forth in Section 5.1(A) (Benchmarking Process) of the Agreement.

35. BENCHMARKING

“**Benchmarking**” shall have the meaning set forth in Section 5.1(C) (Benchmarking Process) of the Agreement.

36. BENCHMARKING SERVICE(S) SET

“**Benchmarking Service(s) Set**” shall have the meaning set forth in Section 5.1(A) (Benchmarking Process) of the Agreement.

37. BEST PRACTICES

“**Best Practices**” means those proven methods and techniques used by Supplier (regardless of whether such Best Practices are Supplier Intellectual Property) to deliver services similar to the Services across multiple clients of Supplier, that have shown results superior to those achieved by alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term. Supplier must deliver Services in accordance with the requirements of the Agreement and, additively, its Best Practices. In the event of a conflict between Supplier’s Best Practices and the requirements set forth in this Agreement, the requirements set forth in this Agreement shall control.

38. BLACKOUT PERIOD

“**Blackout Period**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

39. BREAK/FIX

“**Break/Fix**” means returning Assets, Services, and Networks to a state of Normal Operations immediately prior to the Problem that caused it to cease functioning.

40. BREAK/FIX AND MAINTENANCE SERVICES

“**Break/Fix and Maintenance Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

41. BRIDGE LETTER

“**Bridge Letter**” shall have the meaning set forth in Section 29.4(C)(ii) (Self-Audits) of the Agreement.

42. BUSINESS AS USUAL

“**Business as Usual**” or “**BAU**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

43. BUSINESS CONTINUITY/DISASTER RECOVERY REQUIREMENTS

“**Business Continuity/Disaster Recovery Requirements**” shall have the meaning set forth in Section 8.2 (Supplier Obligations to Comply and Cooperate) of the Agreement.

44. BUSINESS DAY

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday, excluding County established holidays of the local County Locations receiving the Services.

45. BUSINESS HOURS

“**Business Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

46. BUSINESS OBJECTIVES

“**Business Objectives**” shall be as defined in the Recitals of the Agreement.

47. CALENDAR DAY(S)

“**Calendar Day(s)**” shall have the same meaning as Day(s).

48. CARD ASSOCIATIONS

“**Card Associations**” shall have the meaning set forth in Section 7.4.7 (Card Associations) of the Agreement.

49. CAPACITY AND AVAILABILITY MANAGEMENT SERVICES

“**Capacity and Availability Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

50. CARD ACCESS SYSTEM

“**Card Access System**” or “**CAS**” shall have the meaning specified in Section 7.4.1(H) (General Security) of the Agreement.

51. C.F.R.

“**C.F.R.**” shall have the meaning set forth in Section 14.14 (HIPAA Business Associate) of the Agreement.

52. CHANGE

“**Change**” means, with respect to an IMAC, (i) with respect to Equipment and Network Devices, the on-site modification of existing Equipment and Network Devices such as a County standard upgrade (to add functionality) or a downgrade (to remove functionality), including a device driver and, upon completion of such activity, conducting the manufacturer’s standard installation tests to verify the Equipment or Network Devices and Software are functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the location, and (ii) with respect to Software, to the on-site modification of an existing Software configuration according to specific documentation or instructions, such as setting up Network icons or customizing an application load and, upon completion of such activities, conducting the manufacturer’s standard installation tests to verify that the Equipment or Network Devices and Software are functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the location.

53. CHANGE

“**Change**” means, other than with respect to an IMAC, any change (whether to the Software, the Equipment, the Network Components, the Services, the Interfaces, the Network, or any other related network, service, system, or hardware) that would alter the functionality, performance, or technical environment of the Software, Interfaces, the Network Components, the Network, or the Equipment, the manner in which the Services are provided, the composition of the Services, or the cost to County of the Services.

54. CHANGE ADVISORY BOARD

“**Change Advisory Board**” or “**CAB**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

55. CHANGE AND RELEASE MANAGEMENT

“**Change and Release Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

56. CHANGE AND RELEASE MANAGEMENT SERVICES

“**Change and Release Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

57. CHANGE CONTROL PROCESS

“**Change Control Process**” means the overall change control process used by County, including those procedures described in Exhibit G (Governance Model) and otherwise under the Agreement.

58. CHANGE OF CONTROL

“**Change of Control**” shall have the meaning set forth in Section 25.1 (Change of Control) of the Agreement.

59. CHANGE MANAGEMENT

“**Change Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

60. CHANGE MANAGEMENT SERVICES

“**Change Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

61. CHANGE REQUEST

“**Change Request**” means a written (to include electronic communications that can be stored and printed) request for a Change.

62. CHARGE REDUCTION

“**Charge Reduction**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

63. CHARGE REDUCTION WEIGHTING FACTOR

“**Charge Reduction Weighting Factor**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

64. CHARGES

“**Charges**” means the amounts set forth in Exhibit P (Pricing) as charges for the Services.

65. CIO

“**CIO**” means the Chief Information Officer of the County or his or her designee.

66. CIRCUIT

“**Circuit**” means a local access circuit supporting the WAN/LAN, a local services circuit, or another discrete (specific) path between two or more points along which signals can be carried. Unless otherwise qualified, a circuit is a physical path, consisting of one (1) or more wires (or wireless paths), which may include intermediate switching points.

67. CIRT

“**CIRT**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

68. CLASS OF SERVICE

“**Class of Service**” or “**CoS**” means a type of QoS for providing guarantees on the ability of a Network to deliver predictable throughput and service parameters, e.g. by prioritizing Voice traffic over other types of Network traffic.

69. CLETS

“**CLETS**” shall have the meaning set forth in Section 40.9 (Incorporation of Certain Policies) of the Agreement.

70. COMMENCEMENT DATE

“**Commencement Date,**” “**Commencement,**” “**Services Commencement,**” “**Services Delivery Commencement,**” “**Migration Completion,**” “**Transition Complete,**” “**Transition Completed,**” “**Transition Completion Date,**” “**Services Complete,**” “**Go-Live,**” “**Go-Live Date,**” or comparable terms reflecting a technology cutover from incumbent vendor to Supplier (all without regard to initial capitalization) all mean the date on which Supplier takes over day to day operations from the incumbent vendor for a Functional Service Area, or identified segment of an FSA, according to the schedule and descriptions set forth in Exhibits T.2 (Transition-In Milestones and Deliverables), T.3 (Transition-In Plan), and T.3.1 (Transition-In Schedule).

71. CONFIDENTIAL INFORMATION

“**Confidential Information**” shall have the meaning set forth in Section 28.1 (Definition of Confidential Information).

72. CONFIGURATION MANAGEMENT DATABASE

“**Configuration Management Database**” or “**CMDB**” means a database that catalogs the inventory of Network Components and Equipment, and the configuration setting for those Network Components and Equipment.

73. CONFIGURATION MANAGEMENT

“**Configuration Management**” means a set of Management processes, the Configuration Management Database, and the nature and importance of the relationship between those elements, used in the delivery of the Services.

74. CONFIGURATION MANAGEMENT SERVICES

“**Configuration Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

75. CONSENTS

“**Consents**” shall have the meaning set forth in Section 15.1 (Obtaining Consents) of the Agreement.

76. CONTACT CENTER

“**Contact Center**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

77. CONTACT CENTER SERVICES

“**Contact Center Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

78. CONTRACT SUM

“**Contract Sum**” shall mean, 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, as specified in Exhibit P (Pricing) and set forth in Exhibit P.2 (Pricing Limits).

79. CONTRACT YEAR

“**Contract Year**” shall have the meaning set forth in Section 1.1 (Initial Term) of the Agreement.

80. CONVERGED NETWORK

“**Converged Network**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

81. CONVERGED NETWORK MANAGEMENT SERVICES

“**Converged Network Management Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

82. COORDINATE

“**Coordinate**” means the responsibility that Supplier will, while providing the Services, communicate, cooperate, and collaborate with County and Third Party Vendors whose products and services have a direct impact on the ability of Supplier to deliver the Services. Coordination includes communicating, cooperating, and collaborating with County and the applicable Third Party Vendor to organize the scheduling and performance of the Services and County’s and the Third Party Vendor’s tasks. Supplier will inform County of the occurrences in which County and the identified Third Party Vendors fail to communicate, cooperate, or collaborate with Supplier relating to the performance of the Services and the identified Third Party Vendors’ tasks.

83. COUNTY

“**County**” means the County of Orange, its elected and appointed officials, officers, employees, agents, and its Affiliates and all County Locations, Authorized Users, and Eligible Customers. There are three (3) County Location classifications:

- (A) [REDACTED] ” or “ [REDACTED] ” means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed for [REDACTED].
- (B) “ [REDACTED] ” or “ [REDACTED] ” means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed for [REDACTED].
- (C) “ [REDACTED] ” or “ [REDACTED] ” means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed without [REDACTED].

84. COUNTY CUSTOM DOCUMENTATION

“**County Custom Documentation**” means any Documentation developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Documentation does not include any Supplier Documentation or Supplier Modified Documentation.

85. COUNTY CUSTOM INTELLECTUAL PROPERTY

“**County Custom Intellectual Property**” means any Intellectual Property developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Intellectual Property does not include any Supplier Intellectual Property or Supplier Modified Intellectual Property.

86. COUNTY CUSTOM SOFTWARE

“**County Custom Software**” means any Software developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Software does not include any Supplier Software or Supplier Modified Software.

87. COUNTY CYBER INCIDENT RESPONSE PLAN

“**County Cyber Incident Response Plan**” means the County’s then-current cyber incident response plan as set forth in the County’s Policies, Procedures, and Guidelines.

88. COUNTY DATA

“**County Data**” means, in or on any media or other form of any kind: (a) all data that is in the possession of County, and all data concerning or indexing such data (regardless of whether or not owned by County or generated or compiled by or for County); (b) all other records, data, files, input materials, reports, forms and other such items that may be received, computed, developed, used or stored by Supplier from, for or on behalf of County, or in connection with the Services; (c) County Personal Data; and (d) SOC Data, in each case including any modifications to any such data, records and information, any derivative works created therefrom, and any sorting routines applied thereto. County Data shall exclude Supplier’s Proprietary Information, or other Supplier Intellectual Property.

89. COUNTY DOCUMENTATION

“**County Documentation**” means Documentation (1) developed and owned by County; (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services; or (3) licensed, leased, or otherwise obtained from a Third Party Vendor by County and used by Supplier in connection with providing the Services.

90. COUNTY EQUIPMENT

“**County Equipment**” means the hardware, machines, and other Equipment owned, leased, or otherwise obtained by County and utilized by Supplier to provide the Services.

91. COUNTY INDEMNITEES

“**County Indemnitees**” means 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, Eligible Customers, and as to each of the above, their respective officers, directors, employees, agents, successors, and assigns.

92. COUNTY INTELLECTUAL PROPERTY

“**County Intellectual Property**” means the County Proprietary Intellectual Property and the County Third Party Intellectual Property.

93. COUNTY LICENSED PROPERTY

“**County Licensed Property**” shall have the meaning set forth in Section 16.1(A) (County Licenses to Supplier) of the Agreement.

94. COUNTY LOCATION

“**County Location**” means individually each, and collectively all, of the premises occupied, owned, operated or leased by County from which Supplier may provide Services or to which Supplier provides the Services, as set forth in Exhibit L (County Locations and Location Tiers), as such Exhibit may be amended from time to time by County.

95. COUNTY MODIFIED DOCUMENTATION

“**County Modified Documentation**” means any item of County Documentation that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

96. COUNTY MODIFIED INTELLECTUAL PROPERTY

“**County Modified Intellectual Property**” means any item of County Intellectual Property that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

97. COUNTY MODIFIED SOFTWARE

“**County Modified Software**” means any item of County Software that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

98. COUNTY OWNED INTELLECTUAL CAPITAL

“**County Owned Intellectual Capital**” means individually each, and collectively all, of the (1) County Modified Software, (2) County Modified Intellectual Property, (3) County Modified Documentation, (4) County Custom Intellectual Property, (5) County Custom Documentation, and (6) County Custom Software.

99. COUNTY PERSONAL DATA

“**County Personal Data**” shall mean, collectively, all data or information, in any form, provided to Supplier by or from a third party on behalf of County or collected, generated, or processed by Supplier for the benefit of County, that alone, or in combination with other information: (a) is considered “sensitive personal data” defined under the Laws of any applicable country from which such data originated, including any “personal data” or “specially protected personal data” as defined by EU Data Privacy Law, as the case may be, the EU Data Protection Directive 95/46/EC (the “**Directive**”) or, when applicable, EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union and/or any other Applicable Law or regulation relating to the protection of Personal Data, personally identifiable information or protected health information; (b) is considered “non-public personal information,” as such term is defined in Section 509(4) of the Gramm-Leach-Bliley Act and any applicable federal regulations promulgated pursuant thereto; (c) is considered “protected health information” as such term is defined in 45 C.F.R. 164.501 and the Health Insurance Portability and Accountability Act of 1996 and the applicable federal regulations promulgated pursuant thereto; or (d) uniquely identifies a current, former, or prospective customer of County, or a County employee, agent, contractor, or other representative of County, or their respective spouses or families, and includes customer names, addresses, telephone numbers, and/or any other personally identifiable information, including copies of such information and materials derived from such information.

100. COUNTY PERSONNEL

“**County Personnel**” means the employees, agents, contractors, subcontractors, or representatives of County.

101. COUNTY PROJECT MANAGER

“**County Project Manager**” means the person appointed by County to act as County’s representative with respect to a Project.

102. COUNTY PROPRIETARY INTELLECTUAL PROPERTY

“County Proprietary Intellectual Property” means Intellectual Property (1) developed and owned by County, or (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services.

103. COUNTY PROPRIETARY SOFTWARE

“County Proprietary Software” means Software (1) developed and owned by County, or (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services, excluding, the Applications.

104. COUNTY SERVICE PERFORMANCE MANAGER

“County Service Performance Manager” shall have the meaning set forth in Exhibit G (Governance Model).

105. COUNTY SOFTWARE

“County Software” means the County Proprietary Software and County Third Party Software.

106. COUNTY’S REMEDIAL ACTS

“County Remedial Acts” shall have the meaning set forth in Section 17.3.3 (Remedial Acts) of the Agreement.

107. COUNTY RESOURCES

“County Resources” shall have the meaning set forth in Section 10.2.3 (Compatibility of Resources) of the Agreement.

108. COUNTY SYSTEMS

“County Systems” means all systems that Supplier is providing Services for under this Agreement.

109. COUNTY THIRD PARTY INTELLECTUAL PROPERTY

“County Third Party Intellectual Property” means all Intellectual Property licensed, leased, or otherwise obtained from a Third Party Vendor by County and which is used by Supplier in connection with providing the Services.

110. COUNTY THIRD PARTY SOFTWARE

“County Third Party Software” means all Software licensed, leased, or otherwise obtained from a Third Party Vendor by County and which is used by Supplier in connection with providing the Services, excluding the Applications.

111. COUNTY’S DISASTER RECOVERY PLAN

“County’s Disaster Recovery Plan” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

112. CROSS-OVER ISSUES

“Cross-Over Issues” shall have the meaning set forth in Section 10.2.2 (Multi-Vendor Environment) of the Agreement.

113. CPRA

“CPRA” shall have the meaning set forth in Section 28.5 (Compelled Disclosures) of the Agreement.

114. CTI

“**CTI**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

115. CTMC

“**CTMC**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

116. DAMAGE LIMIT

“**Damage Limit**” shall have the meaning set forth in Section 22.2(A) (Limitation of Liability Amount) of the Agreement.

117. DATA CENTER

“**Data Center**” means a facility dedicated to the housing and support of processing servers and associated storage with environmental, security, and processing controls.

118. DATA PRIVACY LAWS

“**Data Privacy Laws**” means all applicable data and/or privacy Laws in connection with all processing, storage, and use of County Personal Data by Supplier, including all provisions of each applicable federal, state, and foreign country’s data protection and data privacy Laws.

119. DAY(S)

“**Day(s)**” means calendar day(s), unless otherwise specified. References to “day(s)” as an undefined term shall have the same meaning as Day(s).

120. DEFERRED COMPENSATION FOR SUSTAINABLE SAVINGS

“**Deferred Compensation for Sustainable Savings**” or “**DCSS**” shall have the meaning set forth in Exhibit P (Pricing).

121. DEGRADATION

“**Degradation**” or “**Degraded**” means the measurable gradual or temporary reduction in the throughput, speed, attentiveness, response time, or performance of an Asset or Service to such a degree that Normal Operations are not maintained or the effective use of capabilities is diminished.

122. DELIVERABLE

“**Deliverable**” means an item or a Service to be provided by Supplier under this Agreement identified as a deliverable, by designation or context, in a Functional Service Area, Exhibit, Schedule, Work Order, or any document associated with the foregoing, and includes Documentation.

123. DELIVERABLES AT-RISK AMOUNT

“**Deliverables At-Risk Amount**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

124. DESIGN, ENHANCEMENT, AND IMPLEMENTATION SERVICES

“**Design, Enhancement, and Implementation Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

125. DESIGN SPECIFICATIONS SERVICES

“**Design Specifications Support Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

126. DESIGNATED KEY SUPPLIER PERSONNEL

“**Designated Key Supplier Personnel**” shall have the meaning set forth in Section 12.1 (Supplier Program Manager) of the Agreement.

127. DESIGNATED SUBCONTRACTOR

“**Designated Subcontractor**” shall have the meaning set forth in Section 32.7 (Designated Subcontractors) of the Agreement.

128. DEVELOPED MATERIALS

“**Developed Materials**” means any Materials, Software, modifications, or enhancements created by or on behalf of Supplier for County in connection with the Services.

129. DHCP

“**DHCP**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

130. DID

“**DID**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

131. DIRECTORY SERVICES

“**Directory Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

132. DISABLING DEVICES

“**Disabling Devices**” shall have the meaning specified in Section 23.10 (Disabling Devices) of the Agreement.

133. DISASTER

“**Disaster**” means any event, occurrence, or Problem that causes widespread failure or damage to County Systems or components thereof.

134. DISASTER RECOVERY PLAN(S)

“**Disaster Recovery Plans**” shall have the meaning set forth in Section 8.3(B)(i) (Disaster Recovery and Business Continuity) of the Agreement.

135. DISCLOSING PARTY

“**Disclosing Party**” shall have the meaning set forth in Section 28.2(B) (Exclusions) of the Agreement.

136. DNS

“**DNS**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

137. DOCUMENTATION

“**Documentation**” means all Policies, Procedures, and Guidelines, training course materials (including knowledge transfer and computer based training programs or modules), technical manuals, logical and physical designs, application overviews, functional diagrams, configuration diagrams, logs, inventories, records, CMDB, databases, plans, including Project plans and schedules, spreadsheets, standard operating procedures, policies, data models, production job run documents, specifications, reports, including SLR reports, meeting minutes, Change Requests, or other written materials described, identified, provided, or developed, whether by Supplier or County, under this Agreement (as to each, whether in hard or soft copy).

138. DOCUMENTATION SERVICES

“**Documentation Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

139. ELIGIBLE CUSTOMER

“**Eligible Customer**” means a department or agency of County, Affiliates of County, or other public entities receiving Services under this Agreement, including in accordance with a Subordinate Agreement between the Eligible Customer and Supplier.

140. EMBEDDED SUPPLIER PROPRIETARY DOCUMENTATION

“**Embedded Supplier Proprietary Documentation**” means all Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

141. EMBEDDED SUPPLIER PROPRIETARY INTELLECTUAL PROPERTY

“**Embedded Supplier Proprietary Intellectual Property**” means all Intellectual Property: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

142. EMBEDDED SUPPLIER PROPRIETARY SOFTWARE

“**Embedded Supplier Proprietary Software**” means Software and related Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

143. EMBEDDED SUPPLIER THIRD PARTY DOCUMENTATION

“**Embedded Supplier Third Party Documentation**” means all Documentation licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Documentation as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

144. EMBEDDED SUPPLIER THIRD PARTY INTELLECTUAL PROPERTY

“**Embedded Supplier Third Party Intellectual Property**” means Intellectual Property licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Intellectual Property as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

145. EMBEDDED SUPPLIER THIRD PARTY SOFTWARE

“**Embedded Supplier Third Party Software**” means all Software licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Software as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

146. EMPLOYMENT CLAIMS

“**Employment Claims**” shall have the meaning set forth in Section 40.1 (Independent Contractor) of the Agreement.

147. ENGINEERING ASSISTANCE SERVICES

“**Engineering Assistance Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

148. ENTITY

“**Entity**” or “**Entities**” means a corporation, partnership, joint venture, trust, limited liability company, association, or other legally recognized organization or entity.

149. ENVIRONMENT

“**Environment**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

150. ENVIRONMENTAL LAWS

“**Environmental Laws**” means all applicable federal, state, and local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, and permits of any governmental entity relating to environmental matters, including the following: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) (codified in various sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and at 42 U.S.C. §§ 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Toxic Substances Control Act (“**TSCA**”) (15 U.S.C. §§ 2601 et seq.), the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§ 110011 et seq.), the Resource Conservation and Recovery Act (“**RCRA**”) (42 U.S.C. §§ 69011 et seq.), the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”) (codified in various sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.) and all regulations promulgated under any of the foregoing federal laws; and (ii) all other federal, state, and local laws, regulations, and ordinances similar in substance or intent to the laws described in the foregoing clause (i).

151. ENVIRONMENTAL LOSS

“**Environmental Loss**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

152. ENVIRONMENTAL MATTERS

“**Environmental Matters**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

153. ENVIRONMENTAL RELEASE

“**Environmental Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

154. EQUIPMENT

“**Equipment**” means the hardware, machines, servers, devices, and other equipment owned, leased, or otherwise obtained by County or Supplier and utilized by Supplier in connection with the Services.

155. EQUIPMENT LEASES

“**Equipment Leases**” means all leasing arrangements whereby either Supplier or County leases Equipment, as appropriate to a Party or the Parties in context.

156. ESTABLISHED SUPPLIER PERSONNEL

“**Established Supplier Personnel**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

157. EXHIBITS

“**Exhibits**” shall have the meaning set forth in Section 40.13 (Conflict Between Agreement and Exhibits) of the Agreement.

158. EXTENDED TERM

“**Extended Term**” shall have the meaning set forth in Section 1.2 (Extended Term) of the Agreement.

159. FEE REDUCTION

“**Fee Reduction**” means a credit to which County becomes entitled pursuant to the Agreement. Fee Reductions reflect, in part, the diminished value for the Services delivered as compared to the Service Level Requirements, or other contractual commitments, and, unless otherwise set forth in the Agreement, do not represent all damages, penalties, or other compensation remedy that may result from any failure to meet such Service Level Requirements or other contractual requirements.

160. FINALLY DETERMINED

“**Finally Determined**” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought or (2) appellate rights properly exercised have otherwise been exhausted.

161. FINAL ACCEPTANCE

“**Final Acceptance**” shall have the meaning set forth in Section 19.4 (Final Acceptance) of the Agreement.

162. FINAL TEST

“**Final Test**” shall have the meaning set forth in Section 19.2(C) (Additional Testing) of the Agreement.

163. FINANCIAL AND CHARGEBACK MANAGEMENT AND INVOICING SERVICES

“**Financial and Chargeback Management and Invoicing Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

164. FIREWALL MANAGEMENT, DMZ, AND INTERNET INFRASTRUCTURE SERVICES

“**Firewall Management, DMZ, and Internet Infrastructure Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

165. FIXED FEE

“**Fixed Fee**” means the pricing mechanism for this Agreement where the Charges are expressed as a firm-fixed-price for which the Supplier has full responsibility for the performance of the applicable Services in accordance with the Requirements. Fixed Fees include all remuneration the Supplier will receive in the delivery of the Services to which the Fixed Fee applies, and is not subject to any adjustment on the basis of the Supplier’s cost experience in performing the Services. Notwithstanding the foregoing, the Parties

may agree that an individual Work Order contains Charges that are both Fixed Fee and other than Fixed Fee.

166. FTE

“**FTE**” means full-time equivalent.

167. FULL-TIME

“**Full-Time**” means not less than a forty (40)-hour work week providing Services solely and exclusively for County, subject to vacation, holidays, internal administrative obligations, and other approved leaves of absence of a type generally granted to similarly situated Supplier personnel.

168. FUNCTIONAL SERVICE AREA

“**Functional Service Area**” or “**FSA**” or “**FSAs**” means a reference to the aggregation of Services and Deliverables to be performed pursuant to this Agreement.

169. FUTURE ENVIRONMENTAL LAW

“**Future Environmental Law**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

170. GENERALLY AVAILABLE

“**Generally Available**” means available as a non-development product, licensed, or available for purchase, in the general commercial marketplace (e.g., Microsoft Word, SAP, OS/390, and DB2).

171. GOVERNANCE

“**Governance**” means the processes, roles, and actions put in place to define and regulate the interactions of County and Supplier in the execution of the Agreement over the Term.

172. HAZARDOUS MATERIALS INDEMNITY CLAIMS

“**Hazardous Materials Indemnity Claims**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

173. HAZARDOUS MATERIALS

“**Hazardous Materials**” means each and every element, compound, chemical mixture, contaminant, pollutant material, waste, or other substance which is defined, determined, or identified as hazardous or toxic under any Environmental Law or the Environmental Release of which is prohibited or restricted under any Environmental Law. Without limiting the generality of the foregoing, Hazardous Materials shall mean and include:

- (A) “**hazardous substances**” as defined in CERCLA or SARA, each as amended, and regulations promulgated thereunder;
- (B) “**hazardous waste**” as defined in RCRA, as amended, and regulations promulgated thereunder;
- (C) “**hazardous materials**” as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and
- (D) “**chemical substance or mixture**” as defined in TSCA, as amended, and regulations promulgated thereunder.

174. HIGH AVAILABILITY

“**High Availability**” means the availability of one or more secondary servers, clusters, or data centers to be utilized in the event the County Systems provided by primary servers, clusters, or data centers become unavailable, are malfunctioning, or otherwise fail to meet Requirements.

175. HIPAA

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time.

176. HVAC

“**HVAC**” shall have the meaning set forth in Section 7.8 (County Responsibilities Regarding Utilities) of the Agreement.

177. HOLDBACK AMOUNT

“**Holdback Amount**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

178. IDF

“**IDF**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

179. IDS

“**IDS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

180. IMAC SERVICES

“**IMAC Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

181. IMPLEMENT

“**Implement**” means the process by which Assets or Services are placed into operation or performed in a manner consistent with their purpose, design, and/or applicable Requirements, this Agreement, Supplier’s Best Practices, and all applicable published original equipment manufacturer, developer, or vendor specifications and instructions. Implementation includes, as applicable, activities related to installation, design, configuration, build, test, deployment, and Asset Staging.

182. IMPLEMENTATION AND MIGRATION

“**Implementation and Migration**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

183. IMPLEMENTATION AND MIGRATION SERVICES

“**Implementation and Migration Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

184. INCIDENT

“**Incident**” means (i) any report to Supplier of an event that is not part of the standard operation of an Asset or Service and that causes, or may cause, Degradation to, that Asset or Service; (ii) any event identified through monitors, Problem alerts, health checks, or support staff observations that is not part of the standard operation of an Asset or Service and that causes, or may cause, Degradation to, that Asset or Service; or (iii) any Service Request.

185. INCIDENT AND PROBLEM MANAGEMENT SERVICES

“**Incident and Problem Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

186. INCIDENT MANAGEMENT SYSTEM

“**Incident Management System**” or “**IMS**” means an integrated set of hardware, software, processes, and procedures dedicated to logging, documenting, responding to, and supporting the Resolution of Incidents and Problems.

187. INDEMNITY CLAIMS

“**Indemnity Claims**” shall have the meaning set forth in Section 27.12.1(A) (Supplier’s Indemnity) of the Agreement.

188. INITIAL COMPONENT TESTING

“**Initial Component Testing**” shall have the meaning set forth in Section 19.2(A) (Additional Testing) of the Agreement.

189. INITIAL TERM

“**Initial Term**” shall have the meaning set forth in Section 1.1 (Initial Term) of the Agreement.

190. INSTALL

“**Install**” or “**Installation**” means, with respect to an IMAC, the on-site installation and testing of an Asset as ordered (with pre-delivery preparation previously completed) and includes checking that the Asset is functional with Network operational connectivity, and that standard external devices ordered along with the system unit are attached and working correctly. If an Authorized User requests that Supplier (i) manually install Software identified in the standard configurations; or (ii) install Equipment features, in each case, that are in addition to the base configuration for that Authorized User, it will be tracked as the appropriate Change. An Install also includes updating IP addresses, and Authorized settings as necessary.

191. INSTALL, MOVE, ADD, CHANGE

“**Install, Move, Add, Change**” or “**IMAC**” means the Services performed to install, relocate, reinstall, upgrade, retire, or add Equipment, Network Components, or Software components to a Network, or other Equipment. IMAC includes adding and removing peripheral and optional hardware.

192. INTEGRATED REQUIREMENTS

“**Integrated Requirements**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

193. INTEGRATED TEST

“**Integrated Test**” shall have the meaning set forth in Section 19.2(B) (Additional Testing) of the Agreement.

194. INTEGRATION AND TESTING SERVICES

“**Integration and Testing Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

195. INTELLECTUAL PROPERTY

“**Intellectual Property**” means all inventions (whether or not subject to protection under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not subject to

protection under copyright laws), Moral Rights, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not subject to protection under trade secret laws), and all other subject matter subject to protection under patent, copyright, Moral Right, trademark, trade secret, or other similar laws, including, all new or useful art, configurations, Documentation, methodologies, best practices, operations, routines, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, Software, programming, applets, scripts, designs, or other business processes.

196. INTERFACES

“**Interfaces**” when used as a noun, means either a computer program developed by, or licensed to, County or Supplier to (1) translate or convert data from a County or Supplier format into another format used by Supplier at County as a standard format, or (2) translate or convert data in a format used by Supplier or a Third Party Vendor to a format supported by Supplier at County or vice versa. “**Interface**” when used as a verb, shall mean to operate as described above.

197. INTERFERING ACTS

“**Interfering Acts**” shall have the meaning set forth in Section 11.2 (Interfering Acts) of the Agreement.

198. INVOICE

“**Invoice**” means an invoice for Services submitted by Supplier to County pursuant to Section 21 (Invoices and Payments) of the Agreement.

199. IP

“**IP**” means Internet protocol.

200. IP MANAGEMENT SERVICES

“**IP Management Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

201. IPS

“**IPS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

202. IPSEC

“**IPsec**” means Internet protocol security.

203. ISS

“**ISS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

204. ISO AND NIIST COMPLIANT

“**ISO and NIST Compliant**” or “**ISO and NIST Compliance**” shall have the meaning set forth in Section 13.8(B) (Quality Assurance) of the Agreement.

205. IVR

“**IVR**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

206. JWA COMPLEX BUSINESS SUPPORT

“**JWA Complex Business Support**” shall have the meaning set forth in Exhibit D (Functional Service Area Matrix).

207. KEY MILESTONE ALLOCATION

“**Key Milestone Allocation**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

208. KEY DELIVERABLE

“**Key Deliverable**” means a Deliverable that is identified as a Key Deliverable in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

209. KEY DELIVERABLE FAILURE

“**Key Deliverable Failure**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

210. KEY MILESTONE

“**Key Milestone**” means a milestone that is identified as a Key Milestone in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

211. KEY MILESTONE SCHEDULED DURATION

“**Key Milestone Scheduled Duration**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

212. LAN SERVICES

“**LAN Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

213. LAWS

“**Laws**” means all (1) federal, state, and local laws, statutes, regulations, rules, government directives, and (2) executive orders, government circulars, or binding pronouncements of or by any government (including any department or agency thereof) applicable to a Party, and, as to both (1) and (2) above, including any such Law in modified or supplemented form and any newly adopted Law replacing a previous Law.

214. LAW AND JUSTICE AGENCIES

“**Law and Justice Agencies**” or “**[REDACTED]**” shall have the meaning set forth in Exhibit D (Functional Service Area Matrix).

215. LICENSE MANAGEMENT SERVICES

“**License Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

216. LIVE COMMUNICATION

“**Live Communication**” means any inquiry, request for service, or Problem submitted to Supplier for assistance via telephone, chat, or instant message by an Authorized User.

217. LOCAL AREA NETWORK

“**Local Area Network**” or “**LAN**” means County’s Networks covering a small geographic area, like an office, campus location, or group of buildings. The defining characteristics, in contrast to Wide Area Networks, include LAN’s much higher data transfer rates, smaller geographic range, and lack of a need for leased communication lines.

218. LOCATIONS

“**Locations**” shall have the meaning set forth in Section 7.1 (Locations) of the Agreement.

219. LONG-RANGE IT PLAN

“**Long-Range IT Plan**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

220. LOSSES

“**Losses**” means all losses, liabilities, damages, and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

221. MAINTAIN

“**Maintain**” or “**Maintenance**” means (a) with respect to Equipment, supporting and maintaining all Equipment in good operating condition, subject to normal wear and tear, undertaking and performing repairs and maintenance on Equipment in accordance with the applicable manufacturer’s recommendations and specifications, and such other services and repairs required to maintain the Equipment so that it operates properly and in accordance with the applicable specifications, (b) with respect to Software, supporting and correcting or causing to be corrected any failure of the Software to perform in accordance with the applicable specifications (including Revisions, defect repairs, programming corrections, and remedial programming) and providing such services and repairs required to maintain the Software so that it operates properly and in accordance with the applicable specifications, and (c) with respect to Services, ongoing obligations to perform a specific task, or keep Documentation and other tasks current and accurate, and to provide ongoing updates as to such Documentation or task based on Changes, changed circumstances, or as otherwise required under the Agreement.

222. MAINTENANCE HOURS

“**Maintenance Hours**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

223. MAINTENANCE WINDOW

“**Maintenance Window**” means an Approved timeframe during which Supplier may perform Maintenance activities. The Maintenance Windows shall be specified in a procedures manual and published to Eligible Customers and Authorized Users.

224. MANAGE

“**Manage**” and “**Management**” shall mean to administer, supervise and direct. As to Supplier Personnel and Subcontractors, “Manage” includes control. As to Managed Vendors, “Manage” includes the functions set forth in Section 6.1 (Managed Vendor Services) of the Agreement. As to Third Party Vendors, “Manage” includes performing County’s operational obligations and supervising and directing such Third Party Vendor in the best interests of the County. As to Assets, “Manage” includes tracking, monitoring, and Maintaining.

225. MANAGED CONTRACTS

“**Managed Contracts**” shall mean those separate agreements between County and Managed Vendors under which Supplier shall fulfill County’s operational, management, and administrative obligations.

226. MANAGED VENDOR

“**Managed Vendor**” mean those Third Party Vendors identified by County as having responsibility under a separate agreement with County for the delivery of a critical service segment that must integrate with the Services. As of the Reference Date, Exhibit V (Managed Vendors) lists the Managed Suppliers.

227. MATERIALS

“**Materials**” means, collectively, software, literary works, other works of authorship, specifications, design documents and analyses, programs, program listings, programming tools, documentation, reports, drawings, and similar work product.

228. MAXIMUM PROJECT CHARGES

“**Maximum Project Charges**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

229. MEASURED METRICS

“**Measured Metrics**” shall have the meaning set forth in Exhibit P (Pricing).

230. MEASUREMENT INTERVAL

“**Measurement Interval**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

231. MDF

“**MDF**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

232. MIGRATED SERVICES

“**Migrated Services**” shall have the meaning set forth in Section 10.1 (Non-Exclusivity) of the Agreement.

233. MILESTONE

“**Milestone**” means a milestone as identified in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

234. MONTHLY FIXED FEE

“**Monthly Fixed Fee**” means the Fixed Fee Authorized Billing and Payment Mechanism specified in Exhibit P (Pricing) and set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) for which the Supplier has full responsibility for the performance of the applicable Services in accordance with the Requirements.

235. MONTHLY KEY MILESTONE PAYMENT

“**Monthly Key Milestone Payment**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

236. MORAL RIGHTS

“**Moral Rights**” mean any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

237. MOVE

“**Move**” means, with respect to an IMAC, (i) within a building, disconnecting a currently installed Asset including the directly attached peripheral devices, packing the Equipment for movement from the current Authorized User’s location at a building to the new Authorized User’s location within the same building and for the same Authorized User, unpacking and reconnecting the same Asset and the directly attached

peripheral devices and, upon completion of such activities, conducting the manufacturer's standard installation tests to verify the Asset is functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the new location; and (ii) between buildings, disconnecting a currently installed Asset, including the directly attached peripheral devices, packing the Equipment for movement from the current Authorized User's location at a building to the new Authorized User's location at another building for the same Authorized User, unpacking and reconnecting the same Asset and the directly attached peripheral devices and, upon completion of such activities, conducting the manufacturer's standard installation tests to verify the Asset is functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the new location.

238. NAT

"NAT" means network address translation.

239. NETWORK

"Network" means the media, transport methods, communications paths, Equipment and Software protocols, and Network Components used in a grouping of interconnected computers capable of sharing resources. Examples of a Network include WANs, LANs, and voice networks.

240. NETWORK COMPONENT

"Network Component" means any networking device or element including, as to each, associated physical attachments, accessories, appliances, Software, firmware, peripherals, and cabling used in connection with the Services. Examples of Network Components include routers, switches, modems, DNS appliances, firewalls, load balancers, VPN concentrators, proxies, encryptors, lines, circuits, electrical power, UPSs, and other unit of a network at, or between, any County Locations. Network Components may be deployed for use in WAN/LAN/voice/VoIP/wireless or teleconferencing Networks. Network Components may also be individually included within the definition of Equipment or Software, as applicable.

241. NETWORK DOCUMENTATION SERVICES

"Network Documentation Services" shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

242. NETWORK ENHANCEMENT INSIGHT

"Network Enhancement Insight" shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

243. NETWORK MONITORING AND REPORTING SERVICES

"Network Monitoring and Reporting Services" shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

244. NETWORK OPERATIONS CENTER

"Network Operations Center" or **"NOC"** means a centralized 24x7x365 facility from which Network activity is monitored, configured, and managed, and from which Network related Incidents are triaged, responded to, and Resolved.

245. NETWORK O&M

"Network O&M" shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

246. NETWORK O&M SERVICES

“**Network O&M Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

247. NETWORK SECURITY SERVICES

“**Network Security Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

248. NEW ADVANCES

“**New Advances**” shall have the meaning set forth in Section 2.8.3 (Supplier Developed Advances) of the Agreement.

249. NO CHARGE WORK ORDER

“**No Charge Work Order**” shall be as described in Section 2.12.5 (No Charge Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

250. NON-RECURRING INITIATIVES

“**Non-Recurring Initiatives**” means a discrete unit of non-recurring work that is not (1) Business as Usual, and (2) required to be performed by Supplier to meet the existing Service Level Requirements (other than Service Level Requirements related to Non-Recurring Initiative performance). All Non-Recurring Initiatives and Projects require Approval.

251. NORMAL OPERATIONS

“**Normal Operations**” means the performance level and execution of tasks by an Asset, Network, or Service that is at a level defined by either (i) OEM specifications, (ii) Software developer specifications, (iii) Third Party Vendor specifications, or (iv) specifications in this Agreement.

252. NOTICE OF FAILURE

“**Notice of Failure**” shall have the meaning set forth in Section 19.3 (Failed Acceptance Testing) of the Agreement.

253. NOT TO EXCEED

“**Not to Exceed**” means the pricing mechanism specified in a Work Order where the Charges are expressed on a Time and Materials basis and includes a ceiling for the Charges which cannot be exceeded regardless of Supplier’s cost experience in performing the Services. Notwithstanding the foregoing, the Parties may agree to individual Work Orders that contain Charges that are both Not to Exceed and other than Not to Exceed.

254. OBJECT CODE

“**Object Code**” means the form of Software resulting from the compiling, assembly, or other translation or processing of the Source Materials of such Software by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

255. OPEN SOURCE SOFTWARE

“**Open Source Software**” means any Software that contains or is derived, in any form, from, in whole or in part, any software distributed as free software, shareware, or known as “open source code” in the software industry (e.g., [REDACTED], [REDACTED], etc.) and that requires as a condition of use, modification, and/or distribution of such Software that such Software or other software incorporated into such Software, derived from or distributed with such Software be (i) disclosed or distributed in source code

form, (ii) licensed for the purpose of making derivative works, and (iii) re-distributed at no charge. Open Source Software also includes any Software that is subject to the GNU General Public License, GNU Library General Public License, Artistic License, BSD License, Mozilla Public License, or any similar license, including, those licenses listed at www.opensource.org/licenses.

256. OPERATE

“Operate” means performing and executing tasks through the use of any Equipment, Network Components, Software, Services, or system, in accordance with the Requirements, this Agreement, Supplier’s Best Practices, County’s Policies, Procedures, and Guidelines, and all applicable published OME, developer, or Third Party Vendor specifications and instructions.

257. OPERATING SYSTEM

“Operating System” means computer operating systems including Microsoft Windows operating systems, Linux operating systems, and Unix operating systems that are part of the County Systems under this Agreement.

258. OPERATIONS HANDBOOK

“Operations Handbook” means County’s Documentation, and Policies, Procedures, and Guidelines, and as such Documentation, Policies, Procedures, and Guidelines are amended, modified or replaced by County from time to time and made available to Supplier during the Term of this Agreement, to be created and Maintained by Supplier in accordance with Section 13.7 (Operations Handbook) of the Agreement.

259. OPERATIONS REVIEW TEAM – PROJECTS

“Operations Review Team – Projects” shall have the meaning set forth in Exhibit G (Governance Model).

260. OPERATIONS REVIEW TEAM – STEADY STATE

“Operations Review Team – Steady State” shall have the meaning set forth in Exhibit G (Governance Model).

261. OPTIONAL WORK

“Optional Work” shall have the meaning set forth in Section 2.12 (Optional Work) of the Agreement.

262. ORIGINAL EQUIPMENT MANUFACTURER

“Original Equipment Manufacturer” or **“OEM”** means the manufacturer of Equipment.

263. OUTAGE

“Outage” shall have the meaning set forth in Exhibit H (Service Level Requirements).

264. OWPR

“OWPR” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

265. PARTIES

“Parties” means County and Supplier collectively.

266. PARTY

“Party” means County or Supplier, as the context so requires.

267. PASS THROUGH EXPENSES

“**Pass Through Expenses**” means the direct, pass-through expenses for goods and services acquired on behalf of County by Supplier in an amount equal to the actual cost paid by Supplier, taking into account all discounts provided to Supplier, and with no mark-up for Supplier profit or overhead chargeable to County.

268. PASS THROUGH PLUS MARK-UP

“**Pass Through Plus Mark-Up**” means the pricing mechanism for this Agreement where the Charges for goods or services acquired on behalf of County by Supplier are calculated as one hundred seven percent (107%) of the Pass Through Expenses for such goods or services (excluding any taxes and costs of shipping).

269. PATCH

“**Patch**” means a small piece of Software designed to Update, fix Problems with, or add features to Software or supporting data.

270. PCI DSS

“**PCI DSS**” shall have the meaning set forth in Section 7.4.7 (Card Associations) of the Agreement.

271. PDU

“**PDU**” means power distribution unit.

272. PEAK AVERAGE MEASURE

“**Peak Average Measure**” shall have the meaning set forth in Exhibit P.5 (Use Reconciliation).

273. PENDING STATUS

“**Pending Status**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

274. PERFORMANCE DATA

“**Performance Data**” means data that is collected and archived to monitor and assess Network performance.

275. PERFORMANCE FAILURES

“**Performance Failures**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

276. PERFORMANCE MANAGEMENT SERVICES

“**Performance Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

277. PERSON

“**Person**” means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, or other legal person or legally constituted entity of any kind.

278. PHONE DEVICE(S)

“**Phone Device(s)**” means a County approved IP capable speaker, IP capable intercom, Cisco [REDACTED] unit, or standard phone handset, each of which are capable of sending and receiving telephone calls

regardless of the cabling used to connect the device to the County Voice Core. For clarity, this includes Phone Devices connected to County analog ports used as a County user's phone handset.

279. PLANNING AND ANALYSIS SERVICES

"Planning and Analysis Services" shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

280. PMEFS

"PMEFs" shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

281. POLICIES, PROCEDURES, AND GUIDELINES

"Policies, Procedures, and Guidelines" or **"County Policies, Procedures, and Guidelines"** means collectively all (1) County policies, procedures, directives, and requirements identified in Exhibit Y (County Policies and Procedures); (2) related policies, procedures, directives, and requirements incorporated by reference or otherwise identified therein as explanatory of such policies, procedures, directives, requirements, or the concepts contained therein and made available to Supplier in accordance with the methods set forth in Section 13.2 (County Policies, Procedures, and Guidelines) of the Agreement; and (3) all other policies, procedures, directives, and requirements provided or made available to Supplier by County, as such policies, procedures, directives, and requirements referred to in (1) through (3) above may be modified, replaced, or added to, all in accordance with Section 13.2 (County Policies, Procedures, and Guidelines) of the Agreement.

282. PORT

"Port" means (i) in the WAN/LAN environment, an individual port as quantified by the number of cards in a Network Component, and (ii) in the Voice environment, the termination point on the common Equipment (such as a PBX) to which active analog or digital telephony Equipment connects to.

283. PRIORITY LEVEL

"Priority Level" means the assignment of a value that indicates the importance and impact (realized or potential) of an Incident as set forth in Exhibit H (Service Level Requirements) and Exhibit H.1 (Service Levels Requirements Table).

284. PRIORITY LEVEL 1

"Priority Level 1" or **"P1"** shall have the meaning set forth in Exhibit H (Service Level Requirements).

285. PRIORITY LEVEL 2

"Priority Level 2" or **"P2"** shall have the meaning set forth in Exhibit H (Service Level Requirements).

286. PRIORITY LEVEL 3

"Priority Level 3" or **"P3"** shall have the meaning set forth in Exhibit H (Service Level Requirements).

287. PRIORITY LEVEL 4

"Priority Level 4" or **"P4"** shall have the meaning set forth in Exhibit H (Service Level Requirements).

288. PRIVACY AND SECURITY LAWS

"Privacy and Security Laws" shall have the meaning set forth in Section 14.14 (HIPAA Business Associate).

289. PROBLEM

"Problem" means the underlying cause of one or more Incidents.

290. PROFESSIONAL SERVICES

“**Professional Services**” means the professional services that can be acquired by County as part of Optional Work.

291. PROJECT

“**Project**” means any Services provided pursuant to project management methodologies developed by County or, as applicable, Supplier. A Project shall be either (i) Business as Usual managed as a Project, or (ii) a Non-Recurring Initiative. For the avoidance of doubt, for purposes of this Agreement, the use of the term Project alone shall not be deemed to be a Non-Recurring Initiative.

292. PROJECT MANAGEMENT

“**Project Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

293. PROJECT MANAGEMENT OFFICE

“**Project Management Office**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

294. PROJECT MANAGEMENT SERVICES

“**Project Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

295. PROJECT MANAGER

“**Project Manager**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

296. PROPOSAL

“**Proposal**” means Supplier’s proposal submitted to County on May 7, 2018, in response to the County’s “RFP No. OCIT-C015110” and any modifications, and/or additions to said proposal addressed and submitted by email to County thereafter by Supplier.

297. PROVISIONED

“**Provisioned**” means items licensed, leased, or otherwise obtained by Supplier at the request of and in the name of County under the Agreement.

298. QUALITY OF SERVICE

“**Quality of Service**” or “**QoS**” means a collection of networking technologies and techniques, with the goal of providing guarantees on the ability of a Network to deliver predictable throughput and service parameters.

299. R-Y-G NOTIFICATIONS

“**R-Y-G Notifications**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

300. RAID

“**RAID**” means redundant array of independent disks.

301. RAMP-UP PERIOD

“**Ramp-Up Period**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

302. RATE CARD

“**Rate Card**” means the Charges as described in Exhibit P.4 (Supplier Rate Card).

303. RCA SERVICES

“**RCA Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

304. RECEIVING PARTY

“**Receiving Party**” shall have the meaning set forth in Section 28.2(B) (Exclusions) of the Agreement.

305. RECONCILIATION ADJUSTMENT

“**Reconciliation Adjustment**” shall have the meaning set forth in Exhibit P (Pricing).

306. REFERENCE DATE

“**Reference Date**” shall have the meaning set forth in the Preamble to the Agreement.

307. REFRESH

“**Refresh**” shall have the meaning set forth in Section 2.7 (Technology Refresh Services) of the Agreement.

308. REFRESH SERVICES

“**Refresh Services**” shall have the meaning set forth in Section 2.7 (Technology Refresh Services) of the Agreement.

309. RELEASE

“**Release**” means a redistribution of Software that contains new features, new functionality, or performance improvements.

310. RELEASE MANAGEMENT

“**Release Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

311. RELEASE MANAGEMENT SERVICES

“**Release Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

312. REMOTE ACCESS

“**Remote Access**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

313. REMOTE ACCESS SERVICES

“**Remote Access Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

314. REPORT(S)

“**Report(s)**” means written reports prepared by Supplier and delivered to County as provided in Section 2.10 (Reporting Services) of the Agreement and in a format and medium specified or as reasonably requested by County.

315. REQUIREMENTS

“**Requirements**” shall mean any or all of the following, as applicable:

- (A) all specifications, requirements, and standards specified in Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA), A.3 (Voice Communications FSA), and A.4 (Security Operations Center FSA), and any other Functional Service Area, as attached and as modified and appended, including all documents incorporated therein;

- (B) all performance requirements and standards specified, included, or incorporated by reference into this Agreement, including County’s Policies, Procedures, and Guidelines and the Service Level Requirements;
- (C) to the extent not inconsistent with any of the foregoing in this definition, the Documentation;
- (D) all specifications provided or made available by Supplier in writing under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this definition; and (ii) acceptable to County;
- (E) the Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this definition; and (ii) acceptable to County;
- (F) all written and electronic materials furnished or made available by or through Supplier regarding the Services, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other criteria; and
- (G) the Business Objectives and Acceptance Criteria.

316. REQUIREMENTS SUPPORT SERVICES

“**Requirements Support Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

317. RESERVED DOLLARS

“**Reserved Dollars**” shall mean, 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 Exhibit P (Pricing) and set forth in Exhibit P.2 (Pricing Limits).

318. RESIDUAL KNOWLEDGE

“**Residual Knowledge**” shall have the meaning set forth in Section 28.8 (Residual Knowledge) of the Agreement.

319. RESOLUTION

“**Resolution**” or “**Resolve**” means either (i) the return to Normal Operations of the Asset or Service responsible for the Incident, or (iii) the completion of a Service Request.

320. REVIEWS

“**Reviews**” shall have the meaning set forth in Section 29.5 (Information Security Reviews) of the Agreement.

321. REVISIONS

“**Revisions**” means Updates, Patches, Releases, and Versions.

322. RFID

“**RFID**” means radio-frequency identification.

323. RTN

“**RTN**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

324. ROOT CAUSE ANALYSIS

“**Root Cause Analysis**” or “**RCA**” means an analysis performed by Supplier in order to determine the reason for Supplier’s failure to meet its obligations under the Agreement as described in each of the Functional Service Area Statements of Work, each Work Order, and Exhibit H (Service Level Requirements).

325. RYG

“**RYG**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

326. R-Y-G NOTIFICATIONS

“**R-Y-G Notifications**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

327. SAN

“**SAN**” means storage area network.

328. SDWAN

“**SDWAN**” means software-defined WAN.

329. SECURITY INCIDENT

“**Security Incident**” shall mean (1) any real or suspected adverse event in relation to the security of the County computer systems or County Network, or (2) any violation of an explicit or implied County Policy, Procedure, or Guideline related to security. Security Incidents include any actual, detected, or suspected unauthorized access to or attempted (whether failed or successful) access to County Systems or the data therein and any actual, detected, or suspected disruption or denial of service, unauthorized use of County Systems or the data therein, or changes to County Systems or the data therein without County knowledge, instruction, or consent.

330. SECURITY INCIDENT BREACH NOTICE

“**Security Incident Notice**” shall have the meaning set forth in Section 7.4.5 (Security Incident Resources) of the Agreement.

331. SECURITY OPERATIONS CENTER

“**Security Operations Center**” or “**SOC**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

332. SECURITY RULE

“**Security Rule**” shall have the meaning set forth in Section 14.14 (HIPAA Business Associate) of the Agreement.

333. SECURITY SERVICES

“**Security Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

334. SERVICE LEVEL MONITORING AND REPORTING SERVICES

“**Service Level Monitoring and Reporting Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

335. SERVICE LEVEL REQUIREMENTS

“**Service Level Requirements**” or “**SLRs**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

336. SERVICE LEVELS

“**Service Levels**” means the Service Level Requirements and performance standards set forth in Exhibit H (Service Level Requirements) (including the Service Levels set forth in Exhibit H.1 (Service Level Requirements Table)), the Functional Service Areas, all Work Orders and Amendments for Optional Work, and otherwise under this Agreement.

337. SERVICE REQUEST

“**Service Request**” means requests to Supplier via Live Communication or Web submissions for Incident and Problem Resolution, Changes, additions, modifications, or enhancements to an Asset or Service, or other Services under this Agreement.

338. SERVICES

“**Services**” means all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (1) identified in the Functional Service Area Statements of Work or Requirements; (2) identified in this Agreement as being part of the required services; (3) identified in the Transition Plan; (4) of a nature and type, consistent with Supplier’s Best Practices and that would generally be performed by the information technology department or group of a Federal, State, or County governmental entity, even if not specifically described in the Agreement to support the functions, responsibilities, tasks, subtasks, Deliverables, goods, and other service identified in the Functional Service Area Statements of Work; (5) necessary to keep pace with technological advances and advances in the methods of delivering services to enable County to stay competitive in the field of information technology delivery, subject to Section 2.8.1 (Business Process and Technology Evolution) of the Agreement; and (6) are otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (A) an inherent and necessary part of the Services defined in subparts (1), (2), (3), (4), (5), or (6) of this Section; or (B) a customary part of the Services defined in subparts (1), (2), (3), (4), (5), or (6) of this Section, and, as to services within either subpart (A) and (B) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any Assets provided to County by Supplier pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services that are sometimes referred to in groupings, such as “Technology Refresh and Replenishment Services,” “Documentation Services,” and “Security Services,” and each Services subset is included within this definition of “Services,” even when referenced by the grouping name (e.g., “Security Services” and “Documentation Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.

339. SERVICE TAXES

“**Service Taxes**” shall have the meaning set forth in Section 20.4(D) (Taxes) of the Agreement.

340. SIEM

“**SIEM**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

341. SLR FAILURE

“**SLR Failure**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

342. SLR EARNBACK REVIEW PERIOD

“**SLR Earnback Review Period**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

343. SLR EARNBACK REVIEW PERIOD AVERAGE

“**SLR Earnback Review Period Average**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

344. SOC DATA

“**SOC Data**” means all information, data points, and sources of data related to the security of the County Systems monitored by County and/or its Third Party Vendors as of the Reference Data and/or subject to County’s Policies, Procedures, and Guidelines related to security. SOC Data includes SIEM configuration, data, historical log data, and any data points capable of being monitored, logged, or tracked through the County Assets used in connection with the SOC Services.

345. SOC OBJECTIVES

“**SOC Objectives**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

346. SOC SERVICES

“**SOC Services**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

347. SOC TRANSITION PLAN

“**SOC Transition Plan**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

348. SOFTWARE

“**Software**” means individually each, and collectively all, of the computer programs and software (including Open Source Software), licensed by County or Supplier from a Third Party Vendor, or otherwise provided by Supplier or County under this Agreement, including any: (1) embedded or re-marketed Third Party Vendor software or computer programs, (2) Interfaces, (3) Source Materials, (4) Object Code, (5) applications, (6) Operating Systems, or (7) firmware. Software shall include any and all Revisions thereto, and any and all programs provided by a Third Party Vendor, Supplier, or County in the future under this Agreement.

349. SOURCE MATERIALS

“**Source Materials**” means, with respect to Software, the source code of such Software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such Software, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the Object Code of such Software, and all Documentation relating to the foregoing.

350. SOX

“**SOX**” shall have the meaning set forth in Section 23.12 (Compliance with Laws) of the Agreement.

351. SR DISPOSITION

“**SR Disposition**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

352. SSAE

“**SSAE**” means the Statement on Standards for Attestation Engagements.

353. SSL

“**SSL**” means secure socket layer.

354. STATUS REPORT

“**Status Report**” shall have the meaning set forth in Section 14.7 (Status Reports) of the Agreement.

355. SUBCONTRACTOR

“**Subcontractor**” means any person, entity, or organization to which Supplier proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 32 (Subcontractors) of the Agreement. For the avoidance of doubt, (i) delegation in this context means that the person, entity, or organization performs Services on behalf of Supplier, and does not include instances where the Supplier uses third party goods and services to itself perform the Services and such third party providers are not provided access to County Locations, County Systems, County Data, or County Confidential Information; and (2) Subcontractor includes all subcontractors of such Subcontractor, and otherwise all persons, entities, or organizations to which Subcontractor proposes to delegate or has delegated, and all further levels of delegates or proposed delegates of such delegates or proposed delegates.

356. SUBCONTRACTS

“**Subcontracts**” means the definitive agreements between Supplier and each of its Subcontractors.

357. SUPPLIER

“**Supplier**” means Science Applications International Corporation (SAIC), a Delaware corporation. For the avoidance of doubt, use of the term “Supplier” throughout this Agreement (a) includes Science Applications International Corporation (SAIC) Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties providing services on behalf of Science Applications International Corporation (SAIC) under this Agreement for the limited purpose of clarifying that (1) Science Applications International Corporation (SAIC) is obligated to cause such Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties to act in a manner that complies with Science Applications International Corporation (SAIC)’s obligations under this Agreement, including the provision of the Services, and (2) such Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties providing services on behalf of Science Applications International Corporation (SAIC) under this Agreement are considered as “Supplier” as to grants to licenses; and (b) when used to specify underlying ownership interests (e.g., “Supplier Proprietary Intellectual Property”, “Supplier Third Party Intellectual Property”) or contractual or legal obligations to County of Orange arising under this Agreement, means solely Science Applications International Corporation (SAIC).

358. SUPPLIER ASSETS

“**Supplier Assets**” shall have the meaning set forth in Section 2.5(A) (Equipment and Software Services) of the Agreement.

359. SUPPLIER DOCUMENTATION

“**Supplier Documentation**” means Supplier Proprietary Documentation, Embedded Supplier Proprietary Documentation, Supplier Third Party Documentation, and Embedded Supplier Third Party Documentation.

360. SUPPLIER EMBEDDED ITEMS

“**Supplier Embedded Items**” shall have the meaning set forth in Section 16.2(A) (County Owned Intellectual Capital) of the Agreement.

361. SUPPLIER INFRINGEMENT CLAIMS

“**Supplier Infringement Claims**” shall have the meaning set forth in Section 17.3.1(A) (Indemnification) of the Agreement.

362. SUPPLIER INFRINGEMENT EXCLUSIONS

“**Supplier Infringement Exclusions**” shall have the meaning set forth in Section 17.3.4 (Supplier Infringement Exclusions) of the Agreement.

363. SUPPLIER INFRINGEMENT TRIGGER

“**Supplier Infringement Trigger**” shall have the meaning set forth in Section 17.3.1(A) (Indemnification) of the Agreement.

364. SUPPLIER INTELLECTUAL PROPERTY

“**Supplier Intellectual Property**” means Supplier Proprietary Intellectual Property, Embedded Supplier Proprietary Intellectual Property, Supplier Third Party Intellectual Property, and Embedded Supplier Third Party Intellectual Property.

365. SUPPLIER IT SERVICE OVERALL CONTRACT DELIVERY MANAGER

“**Supplier IT Service Overall Contract Delivery Manager**” means the Supplier employee whose responsibility it is to (i) act as the primary liaison between Supplier and County, and (ii) have overall responsibility for directing all of Supplier’s activities hereunder.

366. SUPPLIER KEY PERSONNEL

“**Supplier Key Personnel**” shall have the meaning set forth in Section 12.2 (Supplier Key Personnel) of the Agreement.

367. SUPPLIER LOCATION

“**Supplier Location**” means individually each, and collectively all, of the premises occupied, owned, operated, or leased by Supplier from which Supplier may provide Services or to which Supplier provides the Services, as set forth in Exhibit L.2 (Supplier Locations).

368. SUPPLIER MODIFIED DOCUMENTATION

“**Supplier Modified Documentation**” means any item of Supplier Documentation (other than any Supplier Documentation that constitutes Supplier Reference Intellectual Property) that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Documentation shall not include any such Supplier Documentation that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Documentation for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Documentation identified in (1) and (2) shall be Supplier Documentation. The rights of County to the Supplier Modified Documentation do not expand or alter the rights of County to the underlying Supplier Documentation as set forth in the Agreement.

369. SUPPLIER MODIFIED INTELLECTUAL PROPERTY

“**Supplier Modified Intellectual Property**” means any item of Supplier Intellectual Property (other than any Supplier Intellectual Property that constitutes Supplier Reference Intellectual Property) that has been

modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Intellectual Property shall not include any such Supplier Intellectual Property that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Intellectual Property for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Intellectual Property identified in (1) and (2) shall be Supplier Intellectual Property. The rights of County to the Supplier Modified Intellectual Property do not expand or alter the rights of County to the underlying Supplier Intellectual Property as set forth in this Agreement.

370. SUPPLIER MODIFIED ITEMS

“**Supplier Modified Items**” shall have the meaning set forth in Section 16.3 (Supplier Embedded Items and Supplier Modified Items) of the Agreement.

371. SUPPLIER MODIFIED SOFTWARE

“**Supplier Modified Software**” means any item of Supplier Software (other than any Supplier Software that constitutes Supplier Reference Intellectual Property) that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Software shall not include any such Supplier Software that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Software for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Software identified in (1) and (2) shall be Supplier Software. The rights of County to the Supplier Modified Software do not expand or alter the rights of County to the underlying Supplier Software as set forth in the Agreement.

372. SUPPLIER PERSONNEL

“**Supplier Personnel**” means the employees, agents, contractors, subcontractors, or representatives of Supplier, Supplier Subcontractors, and Supplier Affiliates who perform any Services under the Agreement.

373. SUPPLIER PROPRIETARY DOCUMENTATION

“**Supplier Proprietary Documentation**” means all Documentation: (1) developed and owned by Supplier; or (2) developed by a third party for, and owned by, Supplier, which is used for the performance of the Services, excluding the Embedded Supplier Proprietary Documentation.

374. SUPPLIER PROPRIETARY INTELLECTUAL PROPERTY

“**Supplier Proprietary Intellectual Property**” means all Intellectual Property: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is used in the performance of the Services, excluding the Embedded Supplier Proprietary Intellectual Property.

375. SUPPLIER PROPRIETARY SOFTWARE

“**Supplier Proprietary Software**” means Software and related Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is used for the performance of the Services, excluding the Embedded Supplier Proprietary Software.

376. SUPPLIER RECORDS

“Supplier Records” shall have the meaning set forth in Section 29.1 (Supplier Records) of the Agreement.

377. SUPPLIER REFERENCE INTELLECTUAL PROPERTY

“Supplier Reference Intellectual Property” means the Supplier Documentation, Supplier Software, and Supplier Intellectual Property (a) which is used by Supplier to assist in the delivery or development of the Services, (b) which is generally used by Supplier in connection with the performance of services for, or provision of tangible property to, customers, and (c) which is not embedded or otherwise incorporated into a Deliverable.

378. SUPPLIER RESOURCES

“Supplier Resources” shall have the meaning set forth in Section 10.2.3 (Compatibility of Resources) of the Agreement.

379. SUPPLIER REGULATORY REQUIREMENTS

“Supplier Regulatory Requirements” shall have the meaning specified in Section 23.12 (Compliance with Laws) of the Agreement.

380. SUPPLIER SERVICE DELIVERY MANAGER

“Supplier Service Delivery Manager” shall have the meaning set forth in Exhibit G (Governance Model).

381. SUPPLIER SHARED SERVICE CENTER

“Supplier Shared Service Center” means a Supplier Location from which Supplier performs, for other customers, services similar to the Services.

382. SUPPLIER SOFTWARE

“Supplier Software” means the Supplier Proprietary Software, Embedded Supplier Proprietary Software, Supplier Third Party Software, and Embedded Supplier Third Party Software.

383. SUPPLIER THIRD PARTY DOCUMENTATION

“Supplier Third Party Documentation” means all Documentation licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Documentation as between the Parties) from a Third Party Vendor by Supplier which is used for the performance of the Services, excluding, the Embedded Supplier Third Party Documentation.

384. SUPPLIER THIRD PARTY INTELLECTUAL PROPERTY

“Supplier Third Party Intellectual Property” means Intellectual Property licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Intellectual Property as between the Parties) from a Third Party Vendor by Supplier which is used in the performance of the Services, excluding, the Embedded Supplier Third Party Intellectual Property.

385. SUPPLIER THIRD PARTY SOFTWARE

“Supplier Third Party Software” means all Software licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Software as between the Parties) from a Third Party Vendor by Supplier which is used for the performance of the Services, excluding, the Embedded Supplier Third Party Software.

386. SUSTAINABLE SAVINGS

“**Sustainable Savings**” means the delivery of a financial benefit from the Services that (a) will be recurring in subsequent Contract Years after the initial Contract Year in which the savings are realized, or (b) is an Approved one-time savings event.

387. SYSTEM CHANGE

“**System Change**” shall have the meaning set forth in Section 13.3 (Change Control Process) of the Agreement.

388. SYSTEMS

“**Systems**” shall mean County Systems.

389. TECHNOLOGICAL IMPROVEMENTS

“**Technological Improvements**” means any improvement, upgrade, modification, replacement, or enhancement to the Assets, tools, or business processes used or managed in the performance of the Services.

390. TECHNOLOGY LIFECYCLE MANAGEMENT PLAN

“**Technology Lifecycle Management Plan**” shall have the meaning set forth in Section 2.8.7 (Technology Lifecycle Management Plan) of the Agreement.

391. TECHNOLOGY LIFECYCLE MANAGEMENT SERVICES

“**Technology Lifecycle Management Services**” shall have the meaning set forth in Section 2.8 (Technology Lifecycle Management Services) of the Agreement.

392. TECHNOLOGY REFRESHMENT AND REPLENISHMENT SERVICES

“**Technology Refreshment and Replenishment Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

393. ██████████ FOCUSED SUPPORT SERVICES

“**██████████ Focused Support Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

394. TERM

“**Term**” shall have the meaning set forth in Section 1.2 (Extended Term) of the Agreement.

395. TERMINATION ASSISTANCE SERVICES

“**Termination Assistance Services**” means those transition, information technology, and related services provided by Supplier to County (1) upon the termination or expiration of this Agreement for any reason as set forth in the Termination Transition Plan or (2) in Section 26 (Termination and Expiration Assistance Services) of this Agreement (as applicable). The Termination Transition Services shall be deemed part of the Services.

396. TERMINATION TRANSITION PERIOD

“**Termination Transition Period**” shall have the meaning set forth in Section 26.3 (Termination Transition Period) of the Agreement.

397. TERMINATION TRANSITION PLAN

“**Termination Transition Plan**” means an integrated plan developed by County and Supplier to transition the Services from Supplier to County (or another vendor) in the event of termination or expiration of this Agreement for any reason and as further set forth in Section 26.1 (Termination and Expiration Transition Plan) of the Agreement.

398. THIRD PARTY SOFTWARE

“**Third Party Software**” means all Software products (and all modifications, replacements, upgrades, enhancements, documentation, materials, and media related thereto) that are provided under license or lease to Supplier or County to the extent a Party has financial, operational, or administrative responsibility for such Software products under a Functional Services Area Statement of Work.

399. THIRD PARTY VENDOR

“**Third Party Vendor**” means any person or entity (excluding County or Supplier) providing Assets, Intellectual Property, Services, or other products or services that are used or provided under the Agreement to County or Supplier.

400. TICKET

“**Ticket**” means an entry in the IMS that captures pertinent data regarding an Incident and tracks troubleshooting and Resolution activities of all support teams involved in resolving the Incident.

401. TIME AND MATERIALS

“**Time and Materials**” means the pricing mechanism specified in a Work Order where the Charges thereunder are determined on the basis of: (a) direct labor hours for Supplier Personnel at the specified hourly rates set forth in the Rate Card and (b) materials as agreed by the Parties. Notwithstanding the foregoing, the Parties may agree that an individual Work Order contain Charges that are both Time and Materials and other than Time and Materials.

402. TOTAL AVAILABILITY HOURS

“**Total Availability Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

403. TOTAL HOURS

“**Total Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

404. TOTAL SITES

“**Total Sites**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

405. TRAINING AND KNOWLEDGE TRANSFER SERVICES

“**Training and Knowledge Transfer Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

406. TRANSITION

“**Transition**” shall have the meaning set forth in Exhibit T (Transition-In Plan).

407. TRANSITION-IN

Transition-In shall mean the transition of Services from County and the incumbent vendor to Supplier as described in Exhibit T (Transition-In) and otherwise under the Agreement.

408. TRANSITION-IN PLAN

“**Transition-In Plan**” means the plan developed in accordance with Section 2.4 (Transition-In) of the Agreement and Exhibit T (Transition-In Plan). The Transition-In Plan and all reports or other Documentation developed by Supplier pursuant to the Transition-In Plan shall automatically become a part of the Agreement immediately upon their creation or delivery, as the case may be. In addition to the requirements described in Exhibit T (Transition-In Plan), the Transition-In Plan shall include, at a minimum: (a) the transition tasks required to be performed by the Supplier; (b) the tasks required to be performed by County (to include its contractors/subcontractors, agents, etc.) (responsibilities not explicitly allocated to County is deemed to be a transition task to be performed by Supplier); (c) the specific resources to be provided by County; (d) the completion date for each transition task; (e) the acceptance criteria (and, if appropriate, testing) to be applied by County in evaluating transition deliverables; (f) a complete description of any one-time or other charges to County which are associated with the Transition Plan, including deliverable criteria and timing for payments, other than the Charges; (g) Supplier’s proposed migration strategy for the County Systems; and (h) all other pertinent and material details.

409. TRANSITION-IN DELIVERABLE

“**Transition-In Deliverable**” means a Deliverable set forth in Exhibit T.2 (Transition-In Milestones and Deliverables).

410. TRANSITION TEAM

“**Transition Team**” shall have the meaning set forth in Exhibit T (Transition-In Plan).

411. TRUSTED IDENTIFICATION

“**Trusted Identification**” means any authorization to access systems at the network administration, system administration, change management, software distribution, or similar elevated level of access.

412. TRUSTED USER

“**Trusted User**” means any person that is issued a Trusted Identification.

413. TR&R

“**TR&R**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

414. TTP

“**TTP**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

415. TYPE 1 WORK ORDER

“**Type 1 Work Order**” shall be as described in Section 2.12.3 (Type 1 Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

416. TYPE 2 WORK ORDER

“**Type 2 Work Order**” shall be as described in Section 2.12.4 (Type 2 Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

417. TYPE II AUDIT REPORT

“**Type II Audit Report**” shall have the meaning set forth in Section 29.4(B) (Self Audits) of the Agreement.

418. TYPE II AUDIT CURE DATE

“**Type II Audit Cure Date**” shall have the meaning set forth in Section 29.4(D) (Self Audits) of the Agreement.

419. TYPE II AUDIT REPORTING PERIOD

“**Type II Audit Reporting Period**” shall have the meaning set forth in Section 29.4(B) (Self Audits) of the Agreement.

420. TYPE II REPORT

“**Type II Report**” means the sections of the report issued by Supplier’s Auditors following such Auditor’s annual examination of the controls placed in operation and tests of operating effectiveness, as defined in SSAE 18, in respect of the Services and Supplier’s performance of its obligations under the Agreement and as provided in Section 29.4 (Self Audits) of the Agreement.

421. UPDATE

“**Update**” means a redistribution of Software that corrects an error as well as addresses common functional and performance issues.

422. UPS

“**UPS**” means uninterruptible power supply.

423. VERSION

“**Version**” means any delivery of Software that is a Release or a collection of Updates.

424. VIDEO CONFERENCING

“**Video Conferencing**” means that streaming of real-time video and audio data in a point-to-point or point-to-multi-point connection, including connections between conference rooms or between Authorized User Equipment, using teleconferencing, videoconferencing, [REDACTED] or similar platforms.

425. VIRUS(ES)

“**Viruses**” shall have the meaning specified in Section 23.9(A) (Viruses) of the Agreement.

426. VOICE

“**Voice**” means the Equipment, Network Components, and all associated Software used to provide voice communications services to County Locations.

427. VOICE COMMUNICATIONS SERVICES

“**Voice Communications Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

428. VOICE MESSAGING

“**Voice Messaging**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

429. VOICE MESSAGING SERVICES

“**Voice Messaging Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

430. VOICE SERVICES

“**Voice Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

431. VOICE OVER IP

“**Voice Over IP**” or “**VoIP**” means the Equipment, Network Components, and all associated Software used to provide Voice services to County Locations executed over an IP-based computer network.

432. VPN

“**VPN**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

433. WAN SERVICES

“**WAN Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

434. WAN TRANSPORT SERVICES

“**WAN Transport Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

435. WEIGHTING FACTOR

“**Weighting Factor**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

436. WIDE AREA NETWORK

“**Wide Area Network**” or “**WAN**” means transmission Networks, consisting of Network Components, Software, telecommunications facilities, lines, interconnected devices, cabling, SONET rings, ATM, frame relay, leased lines, and other services as they become available, that are used to create, connect, and transmit data, Voice, and video signals between or among (i) LANs and (ii) non-County locations that do business with County and for which County is responsible for providing connectivity. The WAN shall include all long distance Voice, data, and video (image) traffic to be routed over the WANs.

437. WIRELESS ACCESS POINT

“**Wireless Access Point**” or “**WAP**” means an intermediary device that exchanges information between various wireless configured Equipment by allowing them to connect to a Network using Wi-Fi, Bluetooth, and related standards. The WAP usually connects to a Network switch, and can relay data between wireless configured Equipment and wired Equipment on the Network.

438. WORK ORDER

“**Work Order**” means either a Type 1 Work Order or a Type 2 Work Order.

439. WORKS

“**Works**” shall have the meaning set forth in Exhibit Q (Work for Hire Agreement).

440. WRITTEN ACKNOWLEDGEMENT

“**Written Acknowledgement**” means (1) in the context of a “Written Acknowledgement of Readiness” with regard to any Functional Service Area, that the County has Approved the end of the service being provided by the incumbent vendor and the initiation of delivery of the Services by Supplier, and (2) in the context of any other Deliverable, the written Approval by County that the Deliverable meets the Acceptance Criteria.