AMENDMENT NUMBER 11
TO
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT BY AND BETWEEN COUNTY OF ORANGE AND SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

This Amendment Number 11 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 11") 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 11 will be as defined in the Agreement.

RECITALS

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

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

WHEREAS, the parties have previously made the following amendments to the Agreement: Amendment 1, dated October 22, 2019 (“Amendment 1”); Amendment 2, dated June 24, 2020; Amendment 3, dated February 9, 2021 (“Amendment 3”); Amendment 4, dated May 26, 2021 (“Amendment 4”); Amendment 5, dated March 8, 2022 (“Amendment 5”); Amendment 6, dated May 23, 2023 (“Amendment 6”); Amendment 7, dated January 9, 2024 (“Amendment 7”); Amendment 8, dated February 27, 2024, Amendment 9, dated December 18, 2024 (“Amendment 9”), and Amendment 10, dated June 25, 2025 (“Amendment 10”).

WHEREAS, the Parties desire to enter into this Amendment 11 for the purposes of (1) adding provision 14.15 (Exhibit 7 Safeguarding Contract Language of IRS Publication 1075 and amending and replacing provisions of the Agreement agreed to in previous amendments to the Agreement by updating Sections 27.3 (Coverage Minimum Limits), and 39 (Notices); (2) modifying Exhibit D (Functional Service Area Matrix) to update the support services for JWA Complex Business Support; (3) modifying Exhibit H.1 (Service Level Requirements) to revise the Weighting Factors for Service Level Requirements 4, 12 and 15 and update the tools for Service Level Requirement 22; (4) modifying Exhibit K (Key Personnel) to update the information for the SOC Program Manager and Vendor Key Personnel email addresses; (5) modifying Exhibit P.2 (Pricing Limits) by increasing the Reserved Dollars for Optional Work by $3,600,000; (6) modifying Exhibit P.9 (Termination Transition Services Pricing) by updating the Monthly and Total Termination Assistance Services Not-To-Exceed Amounts; and

(7) modifying Exhibit W (County Policies, Procedures, and Guidelines) by incorporating the County Generative AI Policy.

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

AGREEMENT

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

1. The Agreement is deleted in its entirety and replaced with the attached amended and restated Agreement - Revision 7, which is incorporated into this Amendment by this reference.

2. Exhibit D (Functional Service Area Matrix) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit D (Functional Service Area Matrix) – Revision 4, which is incorporated into the Agreement by this reference.

3. Exhibit H.1 (Service Level Requirements Table) – Revision 6 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Level Requirements Table) – Revision 7, which is incorporated into the Agreement by this reference.

4. Exhibit K (Key Personnel) – Revision 9 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 10, which is incorporated into the Agreement by this reference.

5. Exhibit P.2 (Pricing Limits) – Revision 7 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.2 (Pricing Limits) – Revision 8, which is incorporated into the Agreement by this reference.

6. Exhibit P.9 (Termination Transition Services Pricing) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.9 (Termination Transition Services Pricing) – Revision 1, which is incorporated into the Agreement by this reference.

7. Exhibit W (County Policies, Procedures, and Guidelines) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit W (County Policies, Procedures, and Guidelines) – Revision 4, which is incorporated into the Agreement by this reference.

B. This Amendment 11 shall be effective upon the latest date it is executed by both Parties.

C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its amendments/modifications remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior modifications/amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 11 and any provision of the original Agreement, and/or its amendments/modifications, other than this Amendment 11, 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 11;
2. Amendment 10;
3. Amendment 9;
4. Amendment 8;
5. Amendment 7;
6. Amendment 6;
7. Amendment 5;
8. Amendment 4;
9. Amendment 3;
10. Amendment 2;
11. Amendment 1;
12. The original Agreement.

(Signatures provided on the following page)

The Parties evidence their entire agreement to the terms of this Amendment 11 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Kellam White	Manager, Contracts and Subcontracts
Print Name	Title
Signature	11/19/2025
	Date

****

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

KC Roestenberg	Chief Information Officer
Print Name	Title
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL

David Obrand, Deputy County Counsel

Approved by Board of Supervisors on: _____

AMENDED AND RESTATED

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT – REVISION 7

BY AND BETWEEN

COUNTY OF ORANGE

AND

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

OCTOBER 17, 2018

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MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

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

RECITALS

(A) The Parties agree that the strategic and business objectives to be accomplished through this Agreement include:

(i) providing secure, reliable, and scalable County converged network, voice communication, security, integrated, and other Services to the County's Authorized Users that meet the County's ongoing and evolving network, voice, and security requirements;

(ii) supporting County programs and the end-to-end delivery of the Services through Supplier's coordination and interaction with third parties;

(iii) reducing County's overall costs for Services;

(iv) providing County with increased visibility and variability with respect to its cost of receiving the Services and achieving best market value;

(v) improving County's ability to manage its cost of Services, leverage its technology investments, and reduce recurring Service costs;

(vi) providing the Services to meet or exceed County's Service Level Requirements and deliver continuous improvement in price and performance through Supplier Best Practices as to the Services;

(vii) gaining access to a strong bench of skill sets to support future growth and to provide high-quality Services at a competitive cost;

(viii) gaining access to resource flexibility to meet changing County business needs;

(ix) improving proactive management of the Converged Network, Voice Communications, and Security Operations as demonstrated by continuous reductions in Incidents and the analysis and prevention of Problems and improvement of performance, availability and reliability;

(x) aggressively improving and standardizing existing, and creating new, processes to increase efficiencies and performance, and reduce costs without major disruption to County's business or increasing County's investment and/or payment obligations;

(xi) realizing significant and tangible savings and efficiencies from standardization and process improvements during the Term of the Agreement and demonstrating the ability to consistently and timely provide the right resources needed to efficiently and effectively address the Service delivery needs;

(xii) obtaining flexibility to timely expand and contract the Services to meet County's business requirements;

(xiii) increasing the level of customer service and satisfaction;

(xiv) adhering to, and as Approved by Customer, improving data privacy and information security protections; and

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

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

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

AGREEMENT

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

1. TERM

1.1. Initial Term

This Agreement and each Functional Service Area shall be effective as of the Reference Date and shall continue in effect for thirteen (13) Contract Years (the "**Initial Term**"), unless terminated earlier as provided herein. "**Contract Year**" means a period during the Term commencing on the July 1 or an anniversary thereof and ending on June 30 one (1) year thereafter (or, if earlier, on the last day of the Term). For the purposes of determining Contract Years, the period from Reference Date to June 30, 2020 shall be deemed to be Contract Year 1. If any Contract Year is less than twelve (12) months, the rights, and obligations under this Agreement for that period will be proportionately adjusted.

1.2. Extended Term

County may elect to extend the Term of this Agreement and any one or more Functional Service Area, in each case, for up to two (2) additional one (1) year terms, which at County's sole discretion, may range in length from thirty (30) Calendar Days to one (1) year (the "**Extended Term**," together with the Initial Term and any Termination Transition Period as defined in Section 26.3 (Termination Transition Period) below, as applicable, are collectively referred to as the "**Term**"). If County does not exercise its option to extend at the end of the Initial Term, the extension option shall automatically lapse. County shall exercise its extension option by providing Supplier written notice no later than sixty (60) Calendar Days prior to the expiration of the Initial Term or Extended Term. Such notice shall include the length of the Extended Term and the affected Functional Service Areas.

1.3. Charges During Extended Term

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

2. SERVICES

2.1. Services

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

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

2.2. Documentation

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

2.3. Functional Service Areas

(A) As of the Reference Date, the Functional Service Areas are the following, all of which are attached hereto and incorporated into this Agreement by this reference, as amended, modified, updated, or replaced in accordance with this Agreement:

(i) the Integrated Requirements Functional Service Area set forth in Exhibit A.1 (Integrated Requirements FSA);

(ii) the Converged Network Functional Service Area set forth in Exhibit A.2 (Converged Network FSA)

(iii) the Voice Communication Functional Service Area set forth in Exhibit A.3 (Voice Communication FSA); and,

(iv) the Security Operations Center Functional Service Area set forth in Exhibit A.4 (Security Operations Center FSA).

(B) This Agreement is a master agreement pursuant to which County and the Authorized Users shall receive the Services in accordance with this Agreement. Supplier shall provide the Services as designated by County in writing from time-to-time. As of the Reference Date, the County Locations at which Services are to be provided are set forth in Exhibit D (Functional Service Area Matrix). From time-to-time, County may require that Supplier provide Services to Eligible Customers not then receiving such Services. Upon such request, Supplier shall provide all such requested Services in accordance with the terms, conditions of this Agreement, and the Charges as provided in Exhibit P (Pricing) applicable to the provision of the same Services to existing Eligible Customers. To the extent a designated County Eligible Customers will have different mixes of the Services at different County Locations, County shall identify in writing the categories of Services to be provided by Supplier to such Eligible Customers and/or County Locations by providing Supplier with an updated version of Exhibit D (Functional Service Area Matrix).

(C) As part of the Services and included in the Charges specified in the applicable Work Orders and Exhibit P (Pricing), Supplier shall provide all of the Services described in this Agreement and the Work Orders, including those Services described in the Exhibits, all of which are attached to this

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

2.4. Transition-In

2.4.1. Transition-In Plan

(A) Supplier shall develop and implement a Transition-In Plan that completely describes how Supplier will assume full responsibility for all of the functions and services necessary to facilitate the commencement of the delivery of the Services by the Supplier and achieve the transition of any relevant tasks, functions, and services from County, County's Third Party Vendors, and any incumbent vendors of such Services.

(B) Supplier shall provide to County the Transition-In Services described in Exhibits T (Transition-In) and T.1 (Transition Requirements) in accordance with the Transition-In schedule set forth in Exhibits T.2 (Transition-In Milestones and Deliverables) T (Transition-In), the Transition-In Plan, and this Section 2.4 (Transition-In). Supplier shall provide the transition-in services without materially (a) disrupting or adversely impacting the business or operations of County or County's Authorized Users, (b) degrading the Services being provided, or (c) interfering with the ability of County or County's Authorized Users to obtain the benefit of the Services, except as may be otherwise provided in the Transition-In Plan. Supplier shall coordinate and facilitate the transition-in services with County's Third Party Vendors and the incumbent vendor of the services. Unless otherwise stated in the Agreement, the transition-in services shall not defer any obligations or liabilities of Supplier under this Agreement.

(C) In addition to the requirements contained in Exhibit T.1 (Transition Requirements):

(i) the Transition-In Plan shall, at a minimum, include detailed descriptions of how Supplier will address the following critical business and operational issues: (a) staff transition from County's incumbent vendor to Supplier, if applicable; (b) a description of all Requirements with respect to the use of County Locations, Equipment, and Software; (c) issues related to the ownership, use and transfer of software licenses and maintenance agreements and Equipment between and among County, County's incumbent vendor and Supplier; (d) taxes, invoices, data protection and employment transition; (e) resource Requirements for County, County's incumbent vendor and Supplier; (f) integration of Supplier's services with legacy environments; (g) the integration of multiple Third Party Vendors who will provide related and inter-dependent services; and, (h) planning to reduce risks;

(ii) the Transition-In Plan shall, at a minimum, include the following minimum Requirements and elements: (a) detailed work plan descriptions of all day-to-day activities that must be performed by Supplier, County, and affected Third Party Vendors (who may need to be brought into the transition process contractually or otherwise), together with completion dates for each task; (b) allocating responsibility for all activities (any responsibility not expressly and specifically allocated to County shall be a responsibility of Supplier); (c) a precise governance model; (d) a process whereby the transition activities can be validated and updated accordingly on an on-going basis during the Transition-In Period, including an Approved communication plan; and, (e) the acceptance criteria and testing to be applied by County for evaluating Transition Deliverables; and,

(iii) Supplier shall identify each of the following elements in the Transition-In Plan: (a) requirements that will be needed to be provided by County or any of County's existing Third Party Vendors, such as services, assistance, training, or documentation regarding County's business operations or systems; (b) specific descriptions of the tasks and

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

2.4.2. Failure to Comply with the Transition-In Plan

2.4.2.1. Transition Milestones

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

2.4.2.2. Termination Remedy

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

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

2.5. Equipment and Software Services

(A) Supplier shall be responsible for any third party fees or expenses associated with the provision of the Services described in this Agreement with respect to (i) equipment, equipment leases, and related third party contracts; and, (ii) software and related third party contracts (including upgrades, enhancements, new versions, or new releases of such equipment and software), in each case for which Supplier owns, licenses, subscribes to, or leases, as applicable, such equipment or software (collectively, "**Supplier Assets**").

(B) Supplier also shall be responsible for any third party fees or expenses associated with the provision of the Services described in this Agreement with respect to any new, substitute, or replacement Supplier Assets.

(C) With respect to (i) Equipment, Equipment Leases, and related Managed Contracts (including upgrades, enhancements, new versions, or new releases of such Equipment), and (ii) Software and related Managed Contracts (including Revisions of such Software), in each case for which Supplier is providing Services, Supplier shall be responsible for: (a) the evaluation, testing, installation, rollout, use, support, management, administration, operation, and maintenance related activities of such Equipment, Equipment Leases, Software, and related Managed Contracts; (b) the evaluation, testing, installation, rollout, use, support, management, administration, operation, and maintenance related activities of new, substitute, or replacement Equipment, Equipment Leases, Software, and related Managed Contracts; (c) the compliance with and performance of all operational, administrative, and contractual obligations, excluding payment, with respect to such Equipment, Equipment Leases, Software, and related Managed Contracts, including nondisclosure obligations, to the extent the performance of such obligations is within Supplier's control; and, (d) the administration and exercise as appropriate of all rights available with respect to such Equipment, Equipment Leases, Software, and related Managed Contracts.

(D) In addition to its obligations under Sections 2.5 (A), (B), and (C) above, Supplier shall, upon County's request, provide its evaluation of any Assets that may be acquired by the County as to the capability of such Assets to provide the features or functions, as they relate to the Services, which the County seeks to obtain.

(E) For purposes of this Section 2.5 (Equipment and Software Services), all vehicles required for Supplier to deliver the Services are deemed Equipment hereunder, and in accordance with the terms of this Section 2.5 (Equipment and Software Services), Supplier must: (i) provide such vehicles as needed to perform the Services at its own cost, liability, and expense (including associated costs and expenses, such as registration, fuel, and insurance); and, (ii) create a bailment for all Equipment and other County Assets placed in such vehicles.

2.6. Replacement Services

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

2.7. Technology Refresh Services

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

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

2.8. Technology Lifecycle Management Services

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

2.8.1. Business Process and Technology Evolution

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

2.8.2. Technological Improvements

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

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

2.8.3. Supplier Developed Advances

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

2.8.4. Access to Supplier Technology Skills and Resources

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

2.8.5. Briefings and Proposals on New Advances and Technological Improvements

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

2.8.6. Knowledge Transfer

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

2.8.7. Technology Lifecycle Management Plan

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

2.9. Licenses and Permits

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

2.10. Reporting Services

2.10.1. Reports

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

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

2.10.2. Report Delivery

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

2.10.3. Satisfaction and Communications

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

2.11. Green Computing Services

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

2.12. Optional Work

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

(A) to have a relation to the Services in that:

(i) they are logically and operationally related to the Services;

(ii) they provide operational and business efficiencies by being delivered by Supplier;

(iii) they are consistent with expertise and capabilities of the Supplier demonstrated to the County; or

(iv) they are appropriately managed after its completion as part of the Services; and

(B) to be in the best interests of the County by using a Work Order to cause the work to become part of the Services under the Agreement.

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

2.12.1. Optional Work Proposals

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

2.12.2. Optional Work Terms

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

2.12.3. Type 1 Work Orders

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

(A) The services to be provided as Optional Work directly enable the modification, extension, or material enhancement of the Services under the Agreement.

(B) As to Type 1 Work Orders, the preliminary value to County for such services shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, and that amendments to a Type 1 Work Order that cause the cumulative value of the Work Order to be in excess of the amount listed in the then current County Contract Policy Manual §3.3-102(a)(1) as requiring Board of Supervisors approval must be approved by the Board, and depending on the nature of the change may be changed to a Type 2 Work Order.

(C) The Work Order is only (1) to describe in detail the Services that will be provided as Optional Work under such Work Order, including the functions and features of the Services, how and where the Services will be performed, the timing of the Services, including implementation, testing, and deployment, and an identification of the resources that will perform the Services; (2) any new pricing for the Services being acquired as Optional Work under such Work Order (for the avoidance of doubt, without modifying and subject to the terms of Exhibit P (Pricing) and otherwise under the Agreement); (3) any new Service Levels for the Services being acquired as Optional Work under such Work Order; and (4) such terms reasonably necessary to implement the items in (1), (2), and (3) above. No other changes affecting the Agreement are authorized except as Approved by the Board of Supervisors.

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

2.12.4. Type 2 Work Orders

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

(A) The services to be provided as Optional Work directly enable the modification, extension, or material enhancement of the Services under the Agreement; and

(B) As to Type 2 Work Orders, the preliminary value to County for such services shall be equal to or greater than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval.

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

2.12.5. No Charge Work Orders

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

2.12.6. Amendments for Optional Work

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

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

2.12.7. Competing Bids

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

2.12.8. Targeted Resource Orders

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

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

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

(B) that have the experience and education level attributed to the specialized need or Project.

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

2.13. Errors and Omissions

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

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

2.14. Emergency/Declared Disaster Requirements

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

2.15. Holdbacks

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

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

3. UNAPPROVED WORK

3.1. County Approval

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

3.2. Failure to Obtain Approval

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

4. SERVICE LEVEL REQUIREMENTS AND CRITICAL MILESTONES

4.1. Service Level Requirements Agreement

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

4.2. Service Level Requirements Reports

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

4.3. Charge Reductions

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

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

4.4. Root Cause Analysis

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

5. BENCHMARKING

5.1. Benchmarking Process

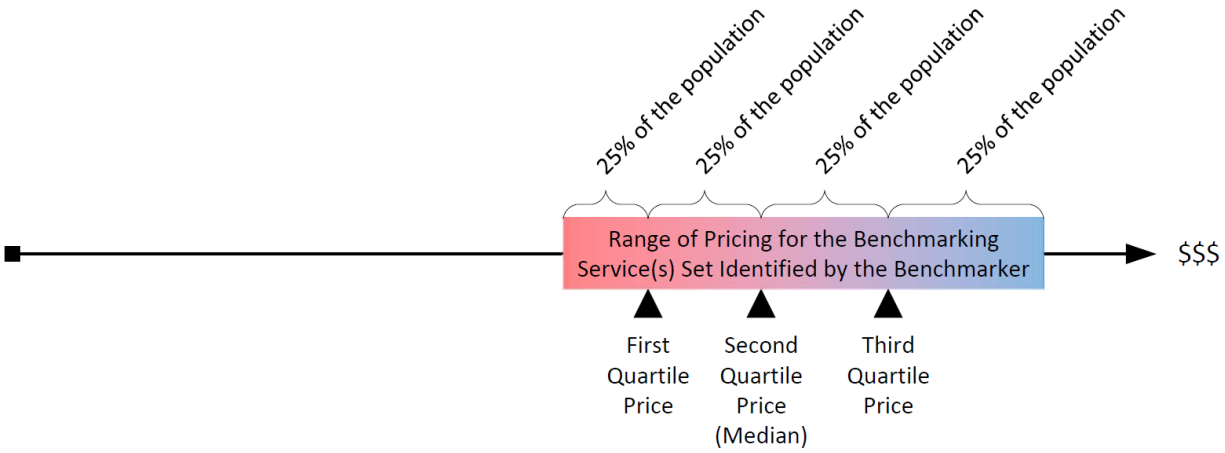
(A) Beginning after the completion of the second Contract Year, but no more than one (1) time per each rolling twelve (12) month cycle, County may initiate a benchmark analysis of any single Functional Service Area or multiple Functional Service Areas (individually each, and collectively all, Services selected for an individual benchmarking assessment shall be referred to as the "**Benchmarking Service(s) Set**"). County will select and contract with an independent third party that routinely provides benchmarking through its authorized procurement procedures (the "**Benchmarker**") to objectively perform such benchmarking. Supplier will provide, as reasonably requested by County in order to facilitate an accurate, normalized benchmark analysis, a detailed allocation of the Charges for each of the Services comprising the Benchmarking Service(s) Set into components of labor, third party services, service fees, and "other." Additionally, the Benchmarker shall normalize the Charges as appropriate in connection with each of the Benchmarking Services.

(B) The Benchmarker shall be instructed to use its professional judgment as to the appropriate processes and methodologies to be applied, including the selection of appropriate comparison data. For example, as to this Agreement, utilizing data from suppliers providing services offshore resources would not be appropriate.

(C) The Benchmarker shall have no financial incentive in the outcome of its analysis. The Benchmarker shall compare (using data from a representative sampling of contracts) the quality, resource utilization, and Charges of the Services against the quality, resource utilization, and charges of service suppliers performing similar services to ensure that County is obtaining pricing and levels

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

5.1.1. Quartile Example



5.1.2. Benchmark Calculation

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

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

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

5.2. Cooperation with Benchmarker

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

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

5.3. Benchmark Adjustments

(A) The Benchmarker shall issue a preliminary written report reflecting its findings, with sufficient information to allow County and Supplier to effectively review the findings and to reasonably evaluate the Benchmarker's compliance with this Agreement. The Benchmarker shall meet jointly with the Parties to provide a detailed review and explanation of the preliminary written report. Thereafter, the Parties will review the preliminary benchmark analysis report and provide any comments in writing to the Benchmarker and the other Party within fifteen (15) Business Days after the joint meeting and receipt of the analysis. The Benchmarker will be instructed to consider any such comments received within such fifteen (15) Business Day period and, after such consideration and making any appropriate adjustments, to issue a final written report. The Benchmarker may accept or reject the comments of either Party in its reasonable discretion. In the event Supplier's Charges for the Services exceed the Benchmark, Supplier shall reduce the Charges for the Services down to the Benchmark beginning in the next monthly billing cycle after the month of the date of the Benchmarker's final written report. For example, if the Benchmarker's final written report is dated in March, the Charges shall be reduced beginning in the April billing cycle. The Charges for the Benchmarking Service(s) Set shall thereafter continue to be reduced through the end of the Term, subject to the Authorized Billing and Payment Mechanisms set forth in Exhibit P (Pricing).

(B) If Supplier fails to adjust its pricing per the Benchmark as required under Section (A) above, County shall be entitled to unilaterally adjust the Charges paid for the Services to match the Benchmarking Calculation in Section 5.1.2 above beginning in the next monthly billing cycle after the month of the date of the Benchmarker's final written report. For example, if the Benchmarker's final written report is dated in March, the Fees shall be reduced beginning in the April billing cycle. The Charges for the Bechmarking Service(s) Set shall thereafter continue to be reduced through the end of the Term per the Benchmark as a Charge Reduction.

(C) All third party costs of the Benchmarking shall be shared equally by the Parties, provided that Supplier's responsibility under this section shall not exceed eighty thousand dollars ($80,000) as to any individual benchmark analysis.

6. RELATIONSHIP MANAGEMENT

6.1. Managed Vendor Services

(A) As of the Reference Date, Exhibit V (Managed Vendors) lists the Managed Vendors. The listing of Managed Vendors contained in Exhibit V (Managed Vendors) shall be updated from time-to-time if requested by County and by the written agreement of the Parties through a signed amendment to the Agreement. Supplier's obligations with regard to Managed Vendors shall be as set forth in the applicable Functional Service Areas and Work Orders and shall also include the following:

(i) Supplier shall work with County to provide input as to the requirements and specifications as to all Managed Vendors for any particular project or engagement; provided, however, that County will provide Supplier with a copy of the applicable agreements with its Managed Vendors as needed to identify Supplier's obligations under this Section 6.1 (Managed Vendor Services) and make all determinations as to any amounts to be paid to such Managed Vendors;

(ii) Supplier shall assume primary responsibility for properly fulfilling County's operational, management and administrative obligations under any agreement with a Managed Vendor; provided, however, that nothing under this Section 6.1((A))(ii) obligates Supplier

to accept financial or other liability as between it and the Managed Vendor or replaces County's control of the relationship with the Managed Vendors;

(iii) Supplier shall work with County to identify its business needs and assuming primary responsibility for incorporating those business needs into the design and development of specifications for the Managed Vendor's services;

(iv) Supplier shall coordinate the implementation of all projects and performance;

(v) Supplier shall assume responsibility for managing the relationship and monitoring the continuing performance of the Managed Vendor under the terms of the agreement with the Managed Vendor and bring all performance issues under the applicable service levels to resolution in accordance with the terms of the agreement with the Managed Vendor, including managing the Managed Vendor's development and implementation of corrective action plans;

(vi) Supplier shall monitor the Managed Vendor's continuing timeliness under the terms of the agreement with the Managed Vendor, including managing the Managed Vendor's development and implementation of corrective action plans;

(vii) Supplier shall monitor and assess the Managed Vendor's ability to efficiently and effectively deliver the agreed services under the terms of the agreement with the Managed Vendor;

(viii) Supplier shall review and verify the accuracy and compliance with the terms of the agreement with the Managed Vendor, including applicable statements of work, project quotes, and project plans received by County from the Managed Vendor.

(B) County shall be responsible for the payment of all invoices issued by the Managed Vendor for services rendered.

7. LOCATIONS

7.1. Locations

The Services shall be provided from (A) the County Locations, and (B) any other Data Center or location designated by County or Supplier; provided, however, that any such other Data Center or location must be Approved by County in writing and in advance ((A) and (B) collectively, the "**Locations**"). Locations are listed in Exhibit L.1 (County Locations and Location Tiers) and are further described in each Functional Service Area.

Except where Supplier obtains the CIO or his or her designee's prior written Approval, as agreed to in Exhibit L.3, or as agreed to between Supplier and an Eligible Customer pursuant to a subordinate agreement, Supplier shall perform all of the Services only from or at Locations within the geographic boundaries of County. Vendor Requirements for the Supplier Locations and any Supplier Shared Service Centers shall be determined in accordance with the applicable Functional Service Areas, Work Orders, and County's Policies, Procedures, and Guidelines.

7.2. Shared Environment

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

7.3. Safety Procedures

(A) Supplier shall maintain and enforce at the Supplier Locations safety procedures that are at least (i) equal to industry standards for similar service locations used to provide similar services, and (ii) as rigorous as those procedures in effect at the Supplier Locations as of the Reference Date.

(B) At all County Locations, Supplier shall comply with County's safety procedures provided in writing to Supplier, generally posted at a County Location, or otherwise made available to County (e.g., via the Internet). Supplier shall observe and comply with all County Policies, Procedures, and Guidelines and rules (disclosed to Supplier or Supplier Personnel in writing or by other means generally used by County to disseminate such information to employees or contractors) with respect to safety, health, facility security, and the environment, and shall take all actions necessary to avoid injury, property damage, spills, or emissions of hazardous substances, materials, or waste, and other dangers to Persons, property, or the environment. To the extent required by County, Supplier Personnel shall receive prescribed training from County without charge prior to entering certain County Locations.

7.4. Security Procedures and County Personal Data Incident Requirements

7.4.1. General Security

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

(A) prohibition against the disclosure of County Confidential Information and County Data within Supplier's organization except to individuals who have a specific need to know such information to perform Supplier's obligations or exercise Supplier's rights under this Agreement;

(B) role-based access controls which shall specifically describe each Supplier individual who has access to County Data and County's Confidential Information and include a description of the access and a reasonably detailed explanation of why such access is required;

(C) precluding access to Confidential Information by any Supplier employee, representative, agent, or Subcontractor until such individual has been trained with regard to the handling of the Confidential Information, use of security measures identified herein, and (i) with respect to Supplier's employees, has completed Supplier's applicable confidentiality statements, and (ii) with respect to Supplier's representatives, agents, or Subcontractors, Supplier has included provisions comparable to Supplier's guidelines and standards in the applicable Subcontractor, agent, or other agreements;

(D) requiring annually that all (i) employees complete Supplier and County's applicable confidentiality statements and usage policies as well the County's Security Awareness Training, and (ii) representatives, agents, or Subcontractors, to execute Subcontractor, agent, or other agreements with provisions comparable to Supplier's confidentiality statements;

(E) providing each individual authorized to electronically access Confidential Information with a unique access code and notifying such individual that disclosure of any password, access code, or security device shall result in disciplinary action, including termination;

(F) promptly canceling any password or security access code when an individual is terminated, transferred, or on a leave of absence, and providing prompt notice of such event to County in

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

(G) if employment is terminated involuntarily, ensuring that the individual's access to Confidential Information and County Data is blocked prior to notifying the individual of the involuntary termination;

(H) requiring that the Policies, Procedures, and Guidelines (provided in writing to Supplier, generally posted at the County Locations, or otherwise made available) are followed by Supplier Personnel to physically safeguard all telecommunication switches, computer rooms, and tape libraries, as well as restricting access to County Locations to authorized personnel through card access system ("**Card Access System**" or "**CAS**") badges where such systems are utilized;

(I) requiring that audit trails are established, maintained, and reviewed regularly for signs of anomalous activity with regard to Trusted Identifications created by Supplier and providing such audit trails to County promptly after County's request. Supplier shall utilize logical controls and information technology systems to enable it to identify and authenticate Trusted Users with electronic access to the County System or County Data, and to record and cooperate in any investigation of security related events and provide related data. Supplier shall investigate any Security Incident resulting in unauthorized access to such data, and, provide additional security protections, at no additional charge to County, to correct any security Deficiencies related to Trusted Users identified by County and attributable to Supplier; and,

(J) requiring, to the extent consistent with the Policies, Procedures, and Guidelines, that the Equipment and the County System have the firewalls, segmentation, encryption, and other safeguards designed to (i) protect the transmission of County Data and Confidential Information, (ii) properly authenticate users, and (iii) prohibit the unauthorized access to County Data, Confidential Information, County Intellectual Property, or the County Systems, all as set forth in the Policies, Procedures, and Guidelines.

7.4.2. Enhanced Security Procedures

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

7.4.3. Material Breach

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

7.4.4. Security Incidents

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

7.4.5. Security Incident Resources

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

7.4.6. Security Incident Costs

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

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

7.4.7. Card Associations

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

7.5. Access to County Locations

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

7.6. Unauthorized Use

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

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

7.7. Furniture, Fixtures, and Equipment

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

7.8. County Responsibilities Regarding Utilities

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

7.9. Supplier Responsibilities Regarding Facilities

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

7.10. Physical Security

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

7.11. Employee Services

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

7.12. Use of County Locations

(A) Unless Supplier obtains County's prior written Approval, which may be withheld by County in its sole discretion, Supplier shall use the County Locations, and the County Equipment and Software located therein, only to provide the Services to County and the Authorized Users. County reserves the right in its sole discretion to relocate a County Location (or the space within a County Location) from which the Services are then-being provided by Supplier to another location without any cost or expense (including any employee relocation expenses); provided, however, that, in such event, County will provide Supplier with sixty (60) Calendar Days advance written notice and with comparable space in the new location. When any County Location is no longer required for the performance of the Services, Supplier shall return such County Location to County in substantially the same conditions as when the Supplier began use of such County Locations, subject to reasonable wear and tear.

(B) County also reserves the right to direct Supplier to cease using all or any part of the space in a County Location from which the Services are then-being provided by Supplier and to thereafter use such space for its own purposes.

(C) Supplier shall notify County prior to adding or removing any Equipment that will require modification of any Location and shall provide County, for its review and Approval, detailed plans and specifications conforming to the Equipment manufacturer's requirements. In addition, to the extent the Supplier installs, modifies or removes any wiring or cabling or any such services are necessary for the Supplier's provision of the Services at any County Location, the Supplier shall annotate the blueprints corresponding to such County Location and provide County with a set of "as built" blueprints in both electronic and hard copies.

7.13. Damage to County Locations, Buildings, or Grounds

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

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

7.14. Use of Supplier Locations

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

7.15. Conduct on Other Party's Premises

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

7.16. Identification

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

8. DATA BACKUP AND DISASTER PLAN

8.1. Data Backup

During the Term, Supplier shall back-up all County Data as provided in this Agreement and the applicable Functional Service Areas and Work Orders. Supplier will ensure that all County Data in Supplier's possession or control is appropriately backed-up and will have in place and maintain up-to-date business continuity procedures (forming part of Supplier's Disaster Recovery Plan) to ensure that in the event of a failure of, or disruption to Supplier's infrastructure, Supplier will be able to continue to provide the Services and otherwise perform their obligations under this Agreement to normal performance levels within the shortest practicable time, and in no event greater than twenty-four (24) hours after such failure or disruption. If Supplier is affected by an event that requires it to invoke its business continuity procedures, it will ensure that in allocating its resources and providing service to its customers it treats County collectively with the same response level as other top-tier customers.

8.2. Supplier Obligations to Comply and Cooperate

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

8.3. Disaster Recovery and Business Continuity

(A) During the Term, Supplier will be solely responsible for disaster recovery and business continuity related to the Supplier Locations, excluding Location No. 1 specified in Exhibit L.2 (Supplier Locations), in accordance with the disaster recovery and business continuity responsibilities and obligations set forth in the applicable Functional Service Area and this Section 8 (Data Backup and Disaster Plan).

(B) With respect to the Services and in addition to the requirements of the applicable Functional Service Areas and Work Orders:

(i) Supplier shall provide to County current, unmodified, and complete copies of the disaster recovery and business continuity plans in effect, as of the Reference Date, at each of the Supplier Locations, excluding Location No. 1 specified in Exhibit L.2 (Supplier Locations), (the "**Disaster Recovery Plans**"). At a minimum, each such Disaster Recovery Plan shall: (a) describe the procedures to be followed with respect to the continued provision of the Services in the event that all or any portion of the Services are unavailable for use by County because they have been destroyed, damaged, or are otherwise not available for use for any reason whatsoever, and (b) describe the procedures for declaring a disaster. The Disaster Recovery Plans set forth with respect to each such Disaster Plan: (1) the version, date or other unique identification of each such plan previously provided to County with respect to each Supplier Location; (2) any mutually agreed updates or County-specific revisions or modifications to such plans Supplier has committed to implement; and, (3) the respective dates by which Supplier shall implement such updates, revisions, or modifications. Upon County Approval of Supplier's Disaster Recovery Plan, Supplier will, at all times, maintain and comply with Supplier's Disaster Recovery Plan and ensure that it is able to implement the provisions of Supplier's Disaster Recovery Plan immediately in accordance with its terms when an event occurs which Supplier's Disaster Recovery Plan is expressed to cover, or can reasonably be expected to cover.

(ii) Supplier will test Supplier's Disaster Recovery Plan on a regular basis and in any event not less than once in every twelve (12) month period, using American Institute of Certified Public Accountants standards and other industry best practices as guidance. County will be entitled to participate in such tests as County may reasonably require. Within sixty (60) days of the completion of each test, Supplier will send County a written report summarizing the results of the test and Supplier will promptly implement and any actions or remedial measures that County considers to be necessary as a result of those tests.

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

(iii) In accordance with the County's Disaster Recovery Testing Schedule, each calendar year, Supplier shall provide County with drafts of each Disaster Recovery Plan for its review, comment, and Approval. Supplier will submit updates to Supplier's Disaster Recovery Plan to County for Approval [redacted] after each such update. Supplier will amend the updated Disaster Recovery Plan so as to incorporate all County's reasonable comments. The amended Supplier's Disaster Recovery Plan will be promptly re-submitted to County for Approval and the process contained in this Section 8.3(B)(iii) will be repeated until County Approves the revised Supplier's Disaster Recovery Plan. Supplier will maintain business continuity readiness in accordance with the last-agreed version of Supplier's Disaster Recovery Plan (insofar as this still applies).

(iv) If a catastrophic loss or calamity is suffered that results in the loss or destruction of the Services or the County Systems or County System at any of the County Locations, Supplier shall reasonably cooperate with and assist County and its Affiliates, and any of their Third Party Vendors, as applicable, in promptly taking all appropriate measures to facilitate recovery and replacement of such Services and County Systems and County System. Recommendations of new technology by Supplier's or County's communications, equipment, and uninterruptible power supply vendors shall also be reviewed on a regular basis and be included in Supplier's planning process as appropriate.

(v) Supplier will implement Supplier's Disaster Recovery Plan and provide disaster recovery and business continuity services as described in this Section 8.3 (Disaster Recovery and Business Continuity) and the applicable Functional Service Area in the event: (a) County provides notice that it is activating Supplier's Disaster Recovery Plan; (b) as a result of an event which Supplier's Disaster Recovery Plan is expressed to cover or can reasonably be expected to cover; (c) a particular Service, or a material part of any of the Service delivery at a particular Location, or any part of the Services is impaired or not available or is likely to be impaired or not available for such period of time as may impair the proper functioning of County's business; and, (d) otherwise as needed to comply with County Business Continuity/Disaster Recovery Requirements (and in all cases reflecting the criticality of the relevant Services and the Locations to which they are provided). Supplier will promptly notify County each time Supplier's Disaster Recovery Plan is, or should be, implemented by Supplier. The occurrence of a disaster shall not relieve Supplier of its obligation to implement its disaster recovery plan and provide disaster recovery services. In addition, with respect to the Supplier Locations, Supplier shall be responsible for: (a) implementing the Disaster Recovery Plans in the event of a disaster within the timeframes specified in each such plan; (b) carrying out disaster recovery, business continuity, or redundancy procedures in accordance with such Disaster Recovery Plans; and, (c) designing and implementing a business continuity plan specific to Supplier's processes

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

(vi) Without limiting Supplier's obligations under this Agreement, whenever a disaster at a Supplier Location or a County Location causes Supplier to allocate limited resources between or among Supplier customers and Supplier's Affiliates, County shall receive at least the same treatment as comparable Supplier customers with respect to such limited resources. In no event shall Supplier re-deploy or re-assign any Supplier Key Personnel to another customer or account in the event of the occurrence of a disaster.

(vii) With respect to County Locations, County will retain responsibility for disaster recovery and business continuity and Supplier shall, as part of the Services, provide support to County as required by this Agreement and the applicable Functional Service Area Statements of Work. As to the County Locations, Supplier shall comply with the requirements of the disaster avoidance services and systems provided by County or Third Party Vendors on County's behalf, and report in writing to County any issues of which Supplier becomes aware that may create a physical risk to the County Location, or any personnel working there.

(viii) The occurrence of a Force Majeure Event shall not relieve Supplier of its obligations to provide disaster recovery Services pursuant to this Section 8.3 (Business Continuity and Disaster Recovery) and in accordance with the Disaster Recovery Plan. Except as provided in the immediately preceding sentence, and notwithstanding any other provisions related to the occurrence of a Force Majeure Event or anything else to the contrary in this Agreement, any material breach or material violation by Supplier of its obligations regarding execution of the Disaster Recovery Plan during a disaster shall be deemed an incurable and material breach of this Agreement by Supplier.

8.4. Logical Security Policies, Procedures, and Guidelines

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

9. COMMUNICATIONS SYSTEMS AND ACCESS TO INFORMATION

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

10. NON-EXCLUSIVE RELATIONSHIP

10.1. Non-Exclusivity

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

10.2. Multi-Vendor Environment

10.2.1. Cooperation

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

10.2.2. Cross-Over Issues

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

10.2.3. Compatibility of Resources

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

11. COUNTY RESPONSIBILITIES

11.1. Obligations

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

11.2. Interfering Acts

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

11.3. Strategic Control

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

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

12. SERVICES TEAM

12.1. Supplier Program Manager

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

12.2. Supplier Key Personnel

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

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

12.3. Conduct of Supplier Personnel

(A) While at the County Locations, the Supplier Personnel shall (A) comply with all reasonable requests, standard rules and regulations of County communicated or made available to Supplier regarding personal and professional conduct (including the wearing of a particular uniform or identification badge and adhering to the County Policies, Procedures, and Guidelines, including County's general safety practices or procedures) generally applicable to such County Locations, and (B) otherwise conduct themselves in a businesslike manner. Supplier Personnel shall comply with all County Policies, Procedures, and Guidelines that may be in effect during the Term of the Agreement, as well as all applicable Laws.

(B) The County IT Services Governance Manager shall have the right to Approve or request the removal of any member of Supplier's Personnel at a County Location (including the Supplier Program Manager, Supplier Key Personnel, and Project Staff) assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Person assigned by Supplier to perform Services at a County Location under this Agreement (including the Supplier Program Manager, Supplier Key Personnel or Project Staff) County may request the replacement of that Person; provided, however, that before Supplier shall be required to remove such individual, Supplier shall have a reasonable opportunity to remedy such situation with the County IT Services Governance Manager. Supplier shall make reasonable efforts to furnish a qualified replacement within fifteen (15) Business Days after any such removal. If Supplier should ever need to remove any member of Supplier's Personnel from performing Services under this Agreement at a County Location, Supplier shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to promptly provide an acceptable replacement and ensure project continuity.

(C) Supplier agrees that all Supplier Personnel assigned to performing this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this Agreement. Supplier shall ensure that all Supplier Personnel providing Services under this Agreement have documented and defined roles and responsibilities, and have received training and education on the County's Policies, Procedures, and Guidelines County System, including Assets, the tools set forth under Exhibit C (Service Management and Life Cycle Services Tools), Service Level Requirements, and on how the relationship under this Agreement varies from Supplier's standard operating procedures. If actions or inactions of Supplier Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Supplier shall perform all such additional work at no additional charge to

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

12.4. Drug and Alcohol-Free Workplace

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

(A) In connection with maintaining a drug and alcohol-free workplace for County, Supplier hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Supplier shall:

(i) Publish a statement notifying Supplier Personnel that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against Supplier Personnel for violations, as required by Government Code Section 8355(a)(1).

(ii) Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform Supplier Personnel about all of the following:

(a) The dangers of drug abuse in the workplace;

(b) The organization's policy of maintaining a drug-free workplace;

(c) Any available counseling, rehabilitation, and employee assistance programs; and,

(d) Penalties that may be imposed upon Supplier Personnel for drug abuse violations.

(iii) Provide as required by Government Code Section 8355(a)(3) that all Supplier Personnel who provide Services under this Agreement:

(iv) Will receive a copy of the company's drug-free policy statement; and,

(v) Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

(B) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and Supplier may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

(i) Supplier has made false certification, or

(ii) Supplier violates the certification by failing to carry out the requirements as noted above.

12.5. Employee Qualification and Verification

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

12.6. Employee Eligibility Verification

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

12.7. Reference Checks

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

12.8. Background Investigation

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

12.9. Non-Discrimination

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

12.10. Specialized Personnel

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

12.11. Training

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

13. MANAGEMENT AND CONTROL

13.1. Governance

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

13.2. County Policies, Procedures, and Guidelines

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

13.3. Change Control Process

(A) In making any Change in the County Information Technology Environment and other standards, processes, procedures and controls or associated technologies, architectures, standards, products, Assets, County Systems, Services, or Materials provided, operated, managed, supported or used in connection with the Services, Supplier shall comply with the change control procedures described Exhibit G (Governance Model); the County's Policies, Procedures, and Guidelines, including the County's Operations Handbook; and otherwise under the Agreement.

(B) Prior to making any change to a County System ("**System Change**") or using any item of Assets to provide the Services, Supplier shall have verified by appropriate testing that the change or item has been properly installed, is operating in accordance with its specifications, is performing its intended functions in a reliable manner and is compatible with and capable of operating as part of the County System.

(C) Unless otherwise agreed in writing, Supplier shall bear all obligations, liabilities, fees, costs, expenses, and charges associated with any System Change to be made in connection with the Services, including all obligations, liabilities, fees, costs, expenses, and charges associated with: (i) the design, installation, implementation, testing and rollout of such System Change; (ii) any modification or enhancement to, or substitution for, any impacted Assets; (iii) any increase in the cost of operating, maintaining or supporting an impacted system or Assets; and, (iv) any increase in resource usage to the extent it results from the System Change.

(D) In making any System Change, Supplier shall comply with the Change Control Process and the Operations Handbook. Supplier shall make no System Change which may: (i) increase County's total costs of receiving the Services (to the extent such costs are or should be known to Supplier); (ii) require material changes to County facilities, County Systems, or Assets; or, (iii) have a material adverse impact on the functionality, interoperability, performance, or resource efficiency of the Services, without first obtaining County's Approval, which Approval County may withhold in its sole discretion. If Supplier desires to make such a System Change, it shall provide to County a written proposal describing in detail the extent to which the desired System Change may affect the functionality, performance, or resource efficiency of the Services and the benefits, savings and risks to County associated with such System Change.

(E) Supplier shall make no System Change that may require County to install a new version, release or upgrade of, or replacement for, any Software or Equipment or to materially modify any Software or Equipment without first obtaining County's Approval, which County may withhold in its sole discretion.

(F) Notwithstanding the foregoing, Supplier may make temporary System Changes required by an emergency if it has been unable to contact the County IT Services Governance Manager to obtain Approval after making reasonable efforts. Supplier shall document and report such emergency changes to County not later than the next Business Day after any such System Change is made.

(G) Supplier will schedule and implement all System Changes so as not to: (i) disrupt or adversely impact the business or operations of County or the Authorized Users; (ii) degrade the Services then being received by them; or, (iii) interfere with their ability to obtain the full benefit of the Services.

(H) On a monthly basis, Supplier will prepare a rolling quarterly "look ahead" schedule for ongoing and planned System Changes for the next three (3) months. The status of System Changes will be monitored and tracked against the applicable schedule.

(I) Supplier shall: (i) schedule all Changes so as not to unreasonably interrupt County's business operations; (ii) prepare and deliver to County each month a rolling schedule for ongoing and planned Changes for the next three (3) calendar month period; (iii) monitor the status of Changes against the applicable schedule; and, (iv) document and provide to County notification (which may be given orally provided that such oral notice is confirmed in writing to County within two (2) Business Days) of all Changes performed on a temporary basis to maintain the continuity of the Services no later than the [redacted] after the Change is made.

(J) If information contained in any Documentation developed by Supplier under this Agreement is no longer accurate or current due to the implementation of a Change, Supplier shall, within one (1) month after the completion of the Change, revise the impacted Documentation and provide such revised Documentation to County.

13.4. County IT Services Governance Manager

(A) The County IT Services Governance Manager for this Agreement shall be as set forth under Exhibit K (Key Personnel) (or his or her designee).

(B) County shall notify Supplier in writing of any Change in the name or address of the County IT Services Governance Manager.

(C) The County IT Services Governance Manager shall: (i) be responsible for County's performance of its tasks under the Functional Service Areas and Work Orders; (ii) meet or confer with the Supplier Program Manager on a regular basis; and, (iii) have the right to inspect any and all Services provided by or on behalf of Supplier.

13.5. County Personnel

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

13.6. Conflict of Interest

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

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

13.7. Operations Handbook

(A) As part of the Services, and at no additional cost to County, Supplier shall deliver to County for its review, comment, and Approval (i) an outline of the topics to be addressed in the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and (ii) a final draft of the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks (the "**Operations Handbook**") (if the outline of topics and final draft are not in the Transition-In Plan as of the Reference Date, they will be included by Supplier as the plan is updated). Obtaining County's Approval of the Operations Handbook by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks after the Reference Date, shall be a Critical Deliverable for Supplier as provided in the Transition-In Plan and time for County revisions and reviews must be accounted for by Supplier. County shall provide reasonable cooperation to Supplier in connection with Supplier's preparation of the Operations Handbook.

(B) At a minimum, the Operations Handbook shall include the following:

(i) a detailed description of the Services and the manner in which each will be performed by Supplier, including: (a) the Assets and County Systems to be operated, supported, or used; (b) Documentation (including operations manuals, user guides, specifications, policies/procedures, and disaster recovery plans) providing further details regarding such Services; (c) the specific activities to be undertaken by Supplier in connection with each Service, including, where appropriate, the direction, supervision, monitoring, staffing, reporting, planning, and oversight activities to be performed by Supplier under this Agreement; and,

(ii) the procedures for County/Supplier interaction and communication, including: (a) call lists; (b) procedures for and limits on direct communication by Supplier with County Personnel; (c) problem management and escalation procedures; (d) priority and project procedures; (e) Acceptance Testing; (f) quality assurance procedures and checkpoint reviews; and, (g) annual and quarterly financial objectives, budgets, and performance goals.

(C) Supplier shall incorporate any comments or suggestions of County into the Operations Handbook and shall deliver a final version to County within fifteen (15) Calendar Days after its receipt of such comments and suggestions. The Parties shall agree on the final form of the Operations Handbook, subject to County's right to exclude elements it deems to be inconsistent with this Agreement. The Operations Handbook will be delivered and maintained by Supplier in web-enabled format,

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

(D) The Operations Handbook is not intended to modify the Agreement, any Functional Service Area or any County Policies, Procedures, and Guidelines in any way. In the event of any difference or conflict between this Agreement (including all other Exhibits and Schedules hereto), on the one hand, and the Operations Handbook, on the other hand, the terms and conditions set forth in the Agreement (including all other Exhibits and Schedules hereto) shall preempt and control over the Operations Handbook.

(E) In addition to Supplier's obligations to comply with the County Policies, Procedures, and Guidelines, Supplier shall perform the Services in accordance with County's then-current operational policies and procedures until the Operations Handbook is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Operations Handbook. In the event of a conflict between the provisions of this Agreement and the Operations Handbook, the provisions of this Agreement shall control.

(F) Supplier shall promptly modify and update the Operations Handbook to reflect changes in the operations or procedures described therein, and shall provide the proposed changes in the manual to County for review, comment, and Approval. The Operations Handbook is to be updated regularly by Supplier and Supplier shall provide an updated Operations Handbook to County at least two (2) times each Contract Year after the first Contract Year. To the extent any change would increase the cost of the Services to County or could have a material adverse impact on the scope, accuracy, speed, responsiveness, or quality of the Services, such change shall not take effect unless it has been Approved by County.

13.8. Quality Assurance

(A) Supplier shall develop and implement quality assurance processes and procedures to ensure that the Services are performed in an accurate and timely manner, in accordance with the Service Level Requirements and best practices of the information technology industry and in compliance with all applicable Laws. Such procedures shall include verification, checkpoint reviews, testing, acceptance, and other procedures for County to assure the quality and timeliness of Supplier's performance. Supplier shall submit such processes and procedures to County for its review, comment, and County's Approval by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks. Upon County's Approval, such processes and procedures shall be included in the Operations Handbook. However, no failure or inability of the quality assurance procedures to disclose any errors or problems with the Services shall excuse Supplier's failure to comply with the Service Level Requirements and other terms of this Agreement.

(B) Supplier shall provide the Services in accordance with ISO 9000 and 27000 standards series and 9001 and 27001 certification (or such standards and certification standards as shall succeed ISO 9000 and 27000, as applicable), NIST Special Publication 800-53, and the NIST Cybersecurity Framework with respect to its provision of the Services and shall continually ensure that all of its procedures and processes comply with such standards and that applicable certifications are maintained (collectively "**ISO and NIST Compliant**" or "**ISO and NIST Compliance**"). As of the Commencement Date, the Services shall be ISO and NIST Compliant only in those areas in which such Services were ISO and NIST Compliant prior to such date. For any areas not then ISO and NIST Compliant, Supplier shall promptly develop a plan to achieve such compliance for County's review and Approval. Unless the Parties otherwise agree, Supplier shall cause all Services to be

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

13.9. Notice of Adverse Impact

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

14. DATA AND REPORTS

14.1. IT Security Controls

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

14.2. Data Integrity

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

14.3. Provision of Data

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

14.4. Ownership of County Data

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

14.5. Correction of Errors

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

14.6. Return of Data

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

14.7. Status Reports

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

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

14.8. Safeguarding County Data

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

14.9. Data Transfer Approvals

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

14.10. Transmission of Data

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

14.11. Data Retention

Supplier shall adhere to all established County Policies, Procedures, and Guidelines regarding retention and storage of County Data and Confidential Information. The County Data retention policies applicable as of the Reference Date are attached to and included in Exhibit W (County Policies, Procedures, and

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

14.12. Portable Devices and Removable Media

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

14.13. Processing County Personal Data

(A) Each Party warrants to the other that it shall comply at all times with their respective obligations under applicable Data Protection Laws, any associated regulations or subordinate legislation, and any other applicable data protection and privacy legislation in disclosing Personal Data to the other Party, and in the performance of its obligations under this Agreement.

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

(C) The Parties acknowledge and agree that in relation to Personal Data processed by Supplier or any Supplier Affiliate (or their Subcontractors) in connection with the performance of the Services under this Agreement, Supplier and any Supplier Affiliate (or their Subcontractors) shall be the Data Processor and County shall be the Data Controller.

(D) Supplier understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of County Personal Data, it shall act only on instructions and directions from County and in accordance with the applicable County Policies, Procedures, and Guidelines and Laws. Supplier shall comply promptly with all such instructions and directions received by Supplier from County from time-to-time. Supplier agrees to collect, process, and use any County Personal Data received from County only for purposes of providing the Services, and not to make County Personal Data received from County available to any Third Parties, other than at County's specific written request or in order to comply with any applicable Laws or as necessary to provide the Services.

(E) If County is required to provide information to a data subject regarding that individual's County Personal Data, Supplier will cooperate with County in providing such information to the full extent necessary to comply with Data Privacy Laws, and, where a request by a data subject is made directly to Supplier, it shall as soon as reasonably practicable notify County in writing upon receipt of a request (whether oral or in writing) from such an individual providing sufficient details and information as are required by County to comply with its obligations under the Data Privacy Laws. If further to this request the County Personal Data must be corrected or amended, Supplier shall correct or amend the County Personal Data as instructed by County.

(F) The Parties acknowledge and agree that County will be and remain the controller of the County Personal Data for purposes of all applicable Data Privacy Laws, with rights under such Laws to determine the purposes for which the County Personal Data is processed, and nothing in this Agreement will restrict or limit in any way County's rights or obligations as owner and/or controller of the County Personal Data for such purposes. As such controller of the County Personal Data, County is directing Supplier to process the County Personal Data in accordance with the terms of this Agreement and is consenting to Supplier's access to the County Personal Data for such purpose. The Parties also acknowledge and agree that Supplier may have certain responsibilities prescribed by applicable Data Privacy Laws as a processor of the County Personal Data, and Supplier hereby acknowledges such responsibilities to the extent required thereby for processors of personal data and agrees that such responsibilities will be considered as a part of the Services to be provided by Supplier under this Agreement.

(G) As a Data Processor for the benefit of County, Supplier and any Supplier Affiliate (as the case may be) shall:

(i) implement appropriate technical and organizational measures to protect against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of or damage to Personal Data;

(ii) act only on the written instructions from the relevant County Data Controller in relation to such Personal Data. For the purposes of this Section 14.13 (G)(ii), instructions shall include: (a) this Agreement, including those actions reasonably necessary to provide the Services under this Agreement; and, (b) any further instructions which the relevant County Data Controller may issue to Supplier or Supplier Affiliate, for example instructions regarding necessary changes to information technology security obligations (any such further instructions will comply with the procedures set out in this Agreement, including

the use of the Change Control Process where such additional instructions result in a change to the Agreement);

(iii) notify the relevant County Data Controller of any incident of accidental or unlawful destruction, accidental loss, or unauthorized or accidental disclosure of or access to the Personal Data;

(iv) not disclose to or share access to the Personal Data with, or appoint in relation to the Services in whole or part, any sub-processor without the express prior written consent of the relevant County Affiliate Data Controller (such consent not to be unreasonably withheld or conditioned) and so long as the processing of any Personal Data which is disclosed to such a sub-processor is subject to conditions and obligations substantially similar to those set out in this Section 14.13 (Processing County Personal Data);

(v) not cause or permit County Data to be transferred outside of the United States;

(vi) unless retention of any Personal Data is required or permitted by Law, upon expiry or termination of this Agreement, take all reasonable steps to destroy all physical copies still in Supplier's possession or control and delete all electronic copies of Personal Data from all Supplier systems and information technology infrastructure, and as to any Personal Data retained on Supplier premises, complete a certificate of destruction and deliver it to the relevant County Affiliate Data Controller, not more than thirty (30) Calendar Days after the termination of this Agreement, except for backups, with such information backups to be deleted by regular rotation of backup media and files;

(vii) promptly notify the relevant County Affiliate Data Controller about any request received directly from a Data Subject, and provide such reasonable assistance to the relevant County Affiliate Data Controller in order to respond to that Data Subject in accordance with the relevant County Affiliate Data Controller's obligations under Data Protection Laws; and,

(viii) promptly inform the relevant County Affiliate Data Controller (if lawful to do so) if it receives any correspondence or request for information from a regulatory body in relation to the Personal Data to which this Agreement relates, and shall provide such reasonable assistance to the relevant County Affiliate Data Controller in order to respond to that regulatory body, where relevant, in accordance with the relevant County Affiliate Data Controller's obligations under Data Protection Laws.

(H) Supplier and a Supplier Affiliate (as may be applicable) shall, whether acting as Data Processor or Data Controller, indemnify County, its elected and appointed officials, those special districts and agencies which County's Board of Supervisors acts as the governing Board, and any County Affiliate or Authorized User (including their officers and directors) on written demand in respect of any direct losses incurred or suffered by such in relation to Supplier's data protection Services, or any court of competent jurisdiction finds that the processing of Personal Data by Supplier or a Supplier Affiliate in relation to this Agreement is not in compliance with the Data Protection Laws. Such an indemnity shall not be required where Supplier and a Supplier Affiliate has acted solely in accordance with the written instructions of County, a County Affiliate, or an Authorized User (as the case may be) as required in this Section 14 (Data and Reports) above. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 14.13(H), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees,

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

14.14. HIPAA Business Associate

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

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

14.15. Exhibit 7 Safeguarding Contract Language of IRS Publication 1075

Supplier shall establish, implement, and enforce at all times information security protocols consistent with the most current version of the Tax Information Security Guidelines, IRS Publication 1075 and other relevant information security authorities such as state and federal law or recognized national standards. Supplier shall utilize and maintain reasonable security processes that adhere to the safeguarding of Federal Tax Information (FTI) and Personally Identifiable Information (PII) as provided in IRS Publication 1075. Exhibit 7 Safeguarding Contract Language of IRS Publication 1075 is hereby incorporated by reference into this Agreement. Supplier acknowledges and agrees that it is responsible for ensuring compliance, and shall require its Subcontractors to comply, as applicable, with all such requirements, including any updates or revisions issued by the IRS during the Term or this Agreement.

15. CONSENTS

15.1. Obtaining Consents

Supplier shall obtain all consents, assignments, amendments, modifications and approvals necessary to: (A) to effectuate the proper use and transfer of the Intellectual Property, Assets, Services, or any other documents, technology assets, or instruments contemplated under this Agreement by Supplier or County

(as appropriate), and (B) ensure the transactions contemplated by this Agreement shall not result in any default with respect to any Law, rule, regulation, order, decree, license, agreement, contract, commitment, or instrument to which Supplier or County is a party or by which County or Supplier is bound ((A) and (B) collectively, the "**Consents**"). County will use commercially reasonable efforts to cooperate with Supplier in obtaining the Consents. Supplier shall perform all administrative activities associated with obtaining such Consents as part of the Services.

15.2. Consent Remedy

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

16. SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY

16.1. County Licenses to Supplier

(A) Subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to provide the Services, a worldwide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as provided in Section 16.1(B)) right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter, and create derivative works of (i) the County Software, (ii) the County Intellectual Property, and (iii) the County Documentation, (collectively, the "**County Licensed Property**"). The County Licensed Property shall be and will remain the exclusive property of County (or the applicable Third Party Vendor, as appropriate).

(B) Supplier shall be entitled to grant to Supplier Affiliates and Subcontractors a sublicense of the rights provided to Supplier by County under Section 16.1 (A), solely to assist Supplier in the provision of, or to provide, the specific Services to be provided by the Supplier Affiliate or Subcontractor.

(C) Upon the later of (i) expiration of this Agreement or termination of this Agreement for any reason, or (ii) the completion of any Termination Assistance Services as described in Section 26 (Termination and Expiration Assistance Services), (a) the license rights granted to Supplier, Supplier Affiliates, and Subcontractors in this Section 16 (Software, Documentation, and Intellectual Property) shall immediately terminate, and (b) Supplier shall (1) promptly deliver to County, at no cost to County, a current copy of all of the County Licensed Property in the form in use as of the date of such expiration or termination, and (2) destroy or erase all other copies of the County Licensed Property in the possession of Supplier, its Affiliates, or Subcontractors (or their respective agents), provided that Supplier may retain one (1) archival copy solely as a record of its services or for use as evidence in the event of a dispute between the Parties.

16.2. County Owned Intellectual Capital

(A) The County Owned Intellectual Capital shall be and will remain the exclusive property of County (or the applicable Third Party Vendor, as appropriate). In consideration of the payments made pursuant to Section 21 (Invoices and Payments) and in addition to County's rights under Section 16.8 (Works Made for Hire), Supplier hereby assigns and agrees to assign, and County accepts and agrees to accept, all right, title, and interest in and to all copyrights, trade secrets, trademarks, service marks, patents, inventions, proprietary information, or other intellectual property rights, in and to the County Owned Intellectual Capital. Notwithstanding the two preceding sentences or any other provisions in this Agreement, County acknowledges and agrees that the County Owned Intellectual Capital may include Embedded Supplier Proprietary Software, Embedded Supplier Third Party Software, Embedded Supplier Proprietary Documentation, Embedded Supplier Third Party Documentation, Embedded Supplier Third Party Intellectual Property, or Embedded Supplier Proprietary Intellectual Property (collectively, the "**Supplier Embedded Items**"), all of the preceding which will be or remain the exclusive property of Supplier, and the sole rights of County to such items will be the applicable licenses from Supplier to County set forth in Section 16.3 (Supplier Embedded Items and Supplier Modified Items) below.

(B) At County's expense, Supplier further agrees to provide, and agrees to cause its employees, Affiliates, Subcontractors, and agents to provide, to County, all assistance to enable County to perfect, for the benefit of County, all right, title, and interest in County Owned Intellectual Capital. Such assistance shall include:

(i) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of County, as well as such ancillary and confirmatory documents as may be required or appropriate, to enable title in the County Owned Intellectual Capital to be clearly and, subject to Supplier's ownership rights in the Supplier Embedded Items, exclusively vested in County, within the United States and any and all foreign countries; provided, however, that County is responsible for preparing such documentation; and,

(ii) upon the request of County, furnishing all relevant information and documentation in the possession of Supplier and not otherwise reasonably available to County, including information and documentation required by County for submission to the United States Patent and Trademark Office and to the United States Copyright Office.

(C) Upon adequate notice by County and at County's expense, Supplier shall also make available to County at reasonable times and places for interviewing purposes, necessary employees and agents of Supplier, so that County may obtain information relating to the application for and prosecution of such right, title, and interest in County Owned Intellectual Capital. Supplier also represents, warrants, and agrees to secure from each of its employees, Affiliates, Subcontractors, and agents, to the extent necessary and upon the request of County, the assignment of the above-mentioned right, title, and interests in County Owned Intellectual Capital, as well as the execution of all papers submitted relating to the application for and prosecution of such rights. Supplier shall provide County with evidence of the agreement or part thereof it uses to secure the rights required by this Section 16.2(C) from each of its employees, Affiliates, Subcontractors, and agents as a Transition Deliverable.

(D) During the Term, subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to perform the Services (and embed or incorporate in Deliverables, County Intellectual Property, County Software, and County Documentation), a worldwide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as provided in

the next sentence) right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter, and create derivative works of the County Owned Intellectual Capital. Supplier shall be entitled to grant to Supplier Affiliates and Subcontractors, a sublicense of the rights provided to Supplier by County under Section 16.2(D), solely to assist Supplier in the provision of, or to provide, the specific Services to be provided by the Supplier Affiliate or Subcontractor. Unless a separate agreement relating to Supplier's use of the County Owned Intellectual Capital is entered into between the Parties, upon expiration of this Agreement or termination of this Agreement for any reason, the rights granted to Supplier in this Section 16.2 (County Owned Intellectual Capital) shall terminate, subject to Section 26 (Termination and Expiration Assistance Services), and Supplier shall (i) deliver to County, at no cost to County, a current copy of all such County Owned Intellectual Capital in the form in use by Supplier in connection with the performance of the Services as of the date of such expiration or termination, and (ii) destroy or erase all other copies of the County Owned Intellectual Capital which is and will remain the exclusive property of County and any related documentation in Supplier's possession; provided, however, that Supplier may retain one (1) archival copy solely as a record of its services or for use as evidence in the event of a dispute between the Parties. Supplier's obligations herein shall survive termination or expiration of this Agreement for any reason.

(E) During the Term, subject to Section 28 (Confidentiality) and Section 14 (Data and Reports), County hereby grants to Supplier, solely to provide the Services, a worldwide, royalty-free, non-exclusive, paid-in-full and non-transferable right and license to have access to, execute, display, perform, reproduce, distribute, operate, use, modify, alter and create derivative works of the County Custom Documentation, County Custom Software and County Custom Intellectual Property.

(F) In the event any rights, title, or interests of County to County Owned Intellectual Capital granted by Supplier to County pursuant to this Section 16.2 (County Owned Intellectual Capital) are Finally Determined to be invalid, Supplier grants to County, during the Term and upon termination or expiration of this Agreement for any reason, a worldwide, perpetual, royalty-free, paid-in-full, transferable, and exclusive license to use, display, sell, rent, lease, assign, exploit, sublicense, modify, enhance, maintain, transfer, or create derivative works of, the County Owned Intellectual Capital; provided, however, nothing in this Section 16.2 (County Owned Intellectual Capital) requires Supplier to grant a license to County to which it does not have the underlying rights to grant such license.

16.3. Supplier Embedded Items and Supplier Modified Items

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

16.4. Supplier Proprietary Software and Supplier Third Party Software

Supplier Proprietary Software shall be and shall remain the exclusive property of Supplier, and Supplier Third Party Software shall be and remain the exclusive property of licensors to Supplier. Supplier hereby grants to County during the Term and for a period of eighteen (18) months after the Termination Transition Period as set forth in Section 26.3 (Termination Transition Period), solely to receive and use the Services, a world-wide, royalty-free, non-exclusive, paid-in-full, and non-transferable (except as set forth in Section 31 (Assignment)) license to the Supplier Proprietary Software and Supplier Third Party Software used in connection with the Services. Notwithstanding the foregoing, Supplier shall transfer the Generally Available Supplier Proprietary Software (and related Supplier Proprietary Documentation) then being used at the end of the Term, and Generally Available Supplier Third Party Software (and related Supplier Third Party Documentation) then being used at the end of the Term, to County subject to the standard license terms and conditions associated with such Generally Available Supplier Proprietary Software and Generally Available Supplier Third Party Software (as applicable) and at no additional cost (including any transfer, assignment, or license fees); provided, however, that County will be required to pay the ongoing license fees associated with licenses that are not one-time charges or perpetual licenses. County agrees to use commercially reasonable efforts to promptly complete its transition from the Supplier Proprietary Software.

16.5. Supplier Proprietary Documentation and Supplier Third Party Documentation

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

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

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

16.7. Supplier Reference Intellectual Property

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

16.8. Works Made For Hire

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

(A) All County Owned Intellectual Capital that is first created and prepared by Supplier under this Agreement that are covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976 will be considered a "work made for hire," and County will be deemed the sole author and owner of all copyrights in any such works.

(B) With respect to all County Owned Intellectual Capital that is first created and prepared by Supplier under this Agreement that are not covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that Supplier would be regarded as the copyright author and owner, Supplier hereby assigns and agrees to assign to County, and County accepts and agrees to accept, Supplier's entire right, title, and interest in and to such works, including all copyrights therein.

(C) Supplier further agrees to execute, or cause to be executed by its employees, Affiliates, Subcontractors, and agents, assignments of copyright and ancillary and confirmatory documents that are the same or substantially similar to that provided in Exhibit Q (Work for Hire Agreement) and are Approved by the County. Supplier shall provide County with evidence of the agreement or part thereof it uses to secure the rights required by this Section 16.8 (Works Made For Hire) from each of its employees, Affiliates, Subcontractors, and agents as a Transition-In Deliverable.

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

17.1. Authority to License and Non-Infringement

(A) Each Party represents and warrants that it has full power and authority to grant the rights granted by this Agreement to the other Party, and that no consent of any other Person or Entity is required by either Party to grant such rights (other than consents that have been obtained and are valid and in effect).

(B) Supplier warrants that neither its performance of this Agreement, nor its grant of a license to, or the use by, County of the Services, the Supplier Assets, the Supplier Documentation, the Supplier Intellectual Property, the Supplier Modified Documentation, the Supplier Modified Software, the Supplier Modified Intellectual Property, and the County Owned Intellectual Capital, will in any way violate any non-disclosure or non-use agreement, nor constitute an infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party; provided, however, that the warranty obligations set forth in this Section 17.1(B) shall be subject to the Supplier Infringement Exclusions set forth in Section 17.3.4 (Supplier Infringement Exclusions).

17.2. Quiet Enjoyment

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

17.3. Supplier's Proprietary Rights Indemnity

17.3.1. Indemnification

(A) At Supplier's expense and as described herein, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any

claims, actions, proceedings, liability, damages, costs and expenses, of any kind or nature arising from or related to the Services, Deliverables, or Confidential Information provided by Supplier or Supplier Proprietary Intellectual Property or other Assets provided by Supplier (individually each, and collectively all, a "**Supplier Infringement Trigger**") that (a) a Supplier Infringement Trigger infringes upon or otherwise violates any copyright, trademark, service mark, patent, or any other intellectual property right of a third party, or misappropriates the trade secrets of any third party; or, (b) that County's use (as permitted by this Agreement) of the Supplier Infringement Trigger otherwise violates or misappropriates any copyright, trade secret, trademark, service mark, patent, or any other intellectual property right of any third party (collectively referred to for purposes of this Section 17 (Authority to License, Quiet Enjoyment, Proprietary Rights, and Indemnity) as "**Supplier Infringement Claims**"). For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 17.3.1(A), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

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

17.3.2. Continued Right to Use

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

17.3.3. Remedial Acts

If (A) County's ongoing use of the Supplier Infringement Trigger, or any part thereof, is the subject of any action by a third party arising from a Supplier Infringement Claim that would preclude or impair County's use of the Supplier Infringement Trigger as provided for under this Agreement, or any part thereof, (e.g., an injunction prohibiting or limiting use), or (B) County's continued use of the Supplier Infringement Trigger as provided for under this Agreement, or any part thereof, may subject County to damages or

statutory penalties, County shall give prompt written notice to Supplier of such facts. Upon notice of such facts, Supplier shall use commercially reasonable efforts to: (A) procure the right for County to continue to use the Supplier Infringement Trigger, or part thereof; or, (B) replace or modify the Supplier Infringement Trigger, with another system or components of comparable quality and performance capabilities to become non-infringing. If Supplier fails to complete the remedial acts set forth above within sixty (60) Calendar Days after the date of the written notice from County and County's ongoing use of the Supplier Infringement Trigger remains impaired, County shall have the right to take such remedial acts that are commercially reasonable to mitigate any impairment of its use of the Supplier Infringement Trigger (hereafter referred to as "**County Remedial Acts**"). Supplier shall credit County for all documented amounts paid and direct and indirect costs incurred by County to implement any County Remedial Acts. All such amounts shall be credited to County on the monthly invoice immediately following County's demand for such credit. Failure by Supplier to credit such amounts as set forth above shall, in addition to, and cumulative of, all other remedies available to County under this Agreement, entitle County to immediately withhold payments due to Supplier under this Agreement up to the amount paid in connection with County Remedial Acts. In the case where there will be no further Invoices, Supplier will pay the amount of the credits to County within forty-five (45) Calendar Days after (i) the end of the last month of the Term, or (ii) the effective date of termination or expiration of this Agreement for any reason.

17.3.4. Supplier Infringement Exclusions

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

18. DOCUMENTATION AND BEST PRACTICES

Supplier will have access to all existing County Documentation as to the Services on the County Systems, all of which shall be deemed to be Confidential Information of County. On an ongoing basis, Supplier must document the Services in sufficient detail that a qualified third party could understand the nature and scope of the Services. The County and Supplier will review the quality of the Documentation prepared by Supplier at least annually and Supplier shall implement County recommendations for improvement to the Documentation. Subject to the licenses set forth in Section 16 (Software, Documentation, and Intellectual Property), as requested by County from time-to-time, and at no additional charge to County, Supplier shall develop, update, and maintain on the County's designated share site all Documentation developed for County under this Agreement or required to enable County to fully utilize as permitted under this Agreement, the Services, Assets, Supplier Intellectual Property, County Custom Intellectual Property and Supplier Third Party Intellectual Property. Supplier shall update and maintain all Documentation on no less than a monthly basis. County may, at any time, reproduce copies of all Documentation provided by Supplier under this Section 18 (Documentation and Best Practices), distribute such copies to the

Authorized Users and Third Party Vendors (subject to the confidentiality and non-use provisions contained herein) and incorporate such copies into its own technical manuals, provided that such reproduction, use and incorporation relates solely to County's use of the Services or the County System**,** and copyright notices of Supplier and its licensors, if any, are reproduced thereon.

19. INSTALLATION AND ACCEPTANCE TESTS

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

19.1. Installation Tests

Supplier will confirm that the installation tests have been completed.

19.2. Additional Testing

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

(A) "**Initial Component Testing**" to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements.

(B) "**Integrated Test**" to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications.

(C) "**Final Test**" to test the same functionality as the Integrated Test using actual data from County's day-to-day operations.

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

19.3. Failed Acceptance Testing

As to the components of each Deliverable, if County makes a good faith determination that a tested component or module has not successfully completed an Acceptance Test, County shall promptly notify Supplier in writing of such failure (hereinafter "**Notice of Failure**"), specifying in reasonable detail the manner in which the component and module (as applicable) failed to pass the applicable Acceptance Test. Supplier shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the applicable component and module as will permit the component and module to be ready for retesting. Supplier shall promptly notify County when such corrections have been completed, and the Acceptance Tests shall begin again. If, after applicable Acceptance Tests are completed for a third time, County makes a good faith determination that the tested component and module (as applicable) again fails to pass the applicable Acceptance Test, County shall promptly notify Supplier in writing specifying in the notice its election either to: (A) afford Supplier the opportunity to repeat the correction and modification process as set forth above; or, (B) depending on the nature and extent of the failure, and the components of the Deliverable impacted by such failure, in County's sole judgment, (i) terminate that portion of the tested component and module (as applicable)

associated with the applicable Deliverable, in accordance with Section 25.2 (Termination for Cause by County) as a non-curable default, or (ii) if the failure to pass the applicable Acceptance Test materially impacts the function to County of an entire Functional Service Area or, as applicable, Project or Non-Recurring Initiative, terminate the entire Functional Service Area or, as applicable, Project or Non-Recurring Initiative. The foregoing correct and modify procedure shall be repeated until Supplier, based on County's good faith determination, passes the applicable Acceptance Test, or County elects to terminate the tested components or modules or Functional Service Area or, as applicable, Project or Non-Recurring Initiative as set forth above.

As to Optional Work or Non-Recurring Initiatives provided on a Fixed Fee or Time and Materials work under a Type 2 Work Order, in the event of a termination under this Section 19.3 (Failed Acceptance Testing), Supplier shall credit to County, within ten (10) Business Days after written notice of termination, all sums paid to Supplier by County under the terminated Functional Service Area or, as applicable, Project or Non-Recurring Initiative (as to Time and Materials work under a Type 2 Work Order, the credit shall be limited to twenty percent (20%) of the total amount of Charges incurred by County under the applicable Work Order). In the event County retains any portion of a tested component or module associated with Deliverable, County shall pay Supplier for such retained tested component or module. In the event County exercises its remedies under this Section 19.3 (Failed Acceptance Testing), such remedy shall be County's sole and exclusive remedy for termination and damages (or other credits including Service Level credits) for the failure to meet the Acceptance Tests as to such terminated tested components, modules and Functional Service Area or, as applicable, Project or Non-Recurring Initiative.

19.4. Final Acceptance

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

20. PRICING

20.1. General

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

20.2. Project and Non-Recurring Initiative Pricing

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

20.3. All Charges Stated

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

20.4. Taxes

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

(A) Each Party shall be responsible for any franchise or privilege taxes on its business and for any taxes based on its net income or gross receipts.

(B) Each Party shall be responsible for any sales, lease, use, personal property, or other such taxes on equipment, software, or property it owns or leases from a third party and/or for which it is financially responsible under this Agreement, the Functional Service Areas or Exhibit P (Pricing).

(C) Supplier shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Supplier on any goods or services used or consumed by Supplier in providing the Services where the tax is imposed on Supplier's acquisition or use of such goods or services.

(D) Supplier shall be financially responsible for all sales, lease, service, value-added, use, personal property, excise, consumption, and other taxes or duties that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by County from Supplier (collectively, "**Service Taxes**") assessed against either Party as of the Reference Date on the provision of the Services as a whole, or on any particular Service received by County from Supplier. If new or higher Service Taxes thereafter become applicable to the Services as a result of either Party moving all or part of its operations to a different jurisdiction (e.g., County opening a new office, Supplier relocating a shared service center), the Party initiating such move shall be financially responsible for such new or higher Service Taxes. If new or higher Service Taxes become applicable to such Services after the Reference Date for any other reason (e.g., tax Law changes, but not volume changes), financial responsibility for such additional Service Taxes shall be shared equally by the Parties. If required under applicable Laws, Supplier shall Invoice County for the full amount of such Service Taxes and then credit or reimburse County for that portion of such Service Taxes for which Supplier is financially responsible under this provision.

(E) The Parties agree to cooperate fully with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. Supplier's

Invoices shall separately state the Charges that are subject to taxation and the amount of taxes included therein. Each Party will provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales, or use of Equipment, Materials, or Services, and other exemption certificates or information reasonably requested by either Party.

(F) Each Party will promptly notify the other of, and coordinate with the other, the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which the other Party is responsible hereunder. With respect to any claim arising out of a form or return signed by a Party to this Agreement, such Party will have the right to elect to control the response to and settlement of the claim, but the other Party will have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If either Party requests the other to challenge the imposition of any tax, the requesting Party will reimburse the other for the reasonable legal fees and expenses it incurs. A Party will be entitled to any tax refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by it.

(G) Each Party represents, warrants, and covenants that it will file appropriate tax returns, and pay applicable taxes owed arising from or related to the Services in applicable jurisdictions.

(H) Supplier, Supplier Affiliates, and Supplier Subcontractors shall be responsible for the compensation of their respective employees and agents, including any expatriate benefits, reimbursement of expenses, and the payment of all payroll taxes. Supplier Personnel shall be responsible for all individual income taxes, including, any taxes resulting from such Supplier Personnel performing Services in a nation other than the nation in which such Supplier Personnel is domiciled.

(I) Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Supplier acknowledges that the terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in Supplier, Supplier may be subjected to the payment of real property taxes levied on such interest. Supplier shall be solely responsible for the payment of any such real property taxes. Supplier shall pay all such taxes when due, and shall not allow any such taxes, assessments, or fees to become a lien against any Location or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Supplier from contesting the validity of any such tax, assessment, or fee in a manner authorized by law.

(J) If Supplier is located in the State of California, Supplier shall include tax on all quotes and invoices in accordance with the terms under this Agreement. If Supplier is or at any time becomes an out-of-state contractor, it shall indicate its California Board of Equalization permit number and sales permit number on its invoices (i) if any California sales tax is added and collectable, and (ii) if Supplier has such permit numbers. If no permit numbers are included, sales tax will be deducted from County's payment to Supplier and County may pay use tax directly to the State of California.

20.5. Payment Does Not Imply Approval

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

20.6. Withhold Remedy

In addition to, and cumulative of, all other remedies at law, in equity or provided under this Agreement or this Section 20.6 (Withhold Remedy), in the event Supplier is in default of a duty or obligation under this Agreement and it fails to cure the default within fifteen (15) Calendar Days after receipt of written notice of default from County setting forth with reasonable specificity the nature of the default of a duty or obligation and the requested remedy or cure, County may, without waiving any other rights under this

Agreement, elect to withhold Charges payable with respect to the affected Services from the payments due to Supplier under this Agreement, during the period beginning with the sixteenth (16th) day after Supplier's receipt of notice of default and ending on the date that the default has been cured to the reasonable satisfaction of County. Upon curing of the default by Supplier to County's reasonable satisfaction, County will cause the withheld payments to be paid to Supplier, without interest.

20.7. Refundable Items

(A) Where County has prepaid for a service or function for which Supplier is assuming financial responsibility pursuant to any Functional Service Area, Work Order, or otherwise under this Agreement, Supplier shall refund to County, upon either Party identifying the prepayment, that portion of such prepaid expense that is attributable to periods on and after the Reference Date. If Approved by County in advance, County shall reimburse Supplier, when the Term ends, for that portion of any amounts prepaid by Supplier (or its Subcontractors) that are attributable to periods on and after the Term ends. This Section 20.7(A) shall not be applicable to prepaid expenses for perpetual licenses.

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

20.8. Maximum Annual Charges

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

20.9. Performance Bond

20.9.1. Requirement

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

Supplier once the Term of this Agreement has expired or been terminated and Supplier has successfully completed all of its obligations to perform Termination Assistance Services hereunder, as determined by County. Supplier shall use County's bond form but shall be permitted to amend it to reflect annually renewable language. Failure by Supplier to procure or maintain the required performance bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Section 25.2 (Termination for Cause by County).

20.9.2. Surety Companies

All surety bonds must be issued by a Surety Company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The surety company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities. A Surety Company rated lower by Best's Key Rating Guide may be Approved by the County after a review of the company's performance and financial ratings. The surety bonds are to be Approved by both County Counsel for the County of Orange and the CEO/Office of Risk Management. Such surety bonds shall be in the form provided herein but may be amended to reflect the annually renewable bond language. If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to County, Supplier shall promptly furnish such replacement security as may be required by County. Failure by Supplier to furnish such replacement security shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Section 25.2 (Termination for Cause by County).

20.10. Most-Favored Public or Private Entity

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

21. INVOICES AND PAYMENTS

21.1. General

Within fifteen (15) Calendar Days after the last day of each calendar month, Supplier shall Invoice County for all Charges for the Services provided in the immediately preceding calendar month. Supplier shall not Invoice County, and County shall not be obligated to pay, any Charges or other Invoiced amounts (including Pass Through Expenses and any charges relating to Supplier's Subcontractors) that are not properly Invoiced within sixty (60) Calendar Days after the end of the month in which such Charges were incurred, unless a request for an extension is Approved in writing by the County IT Services Governance

Manager within the sixty (60) Calendar Days window. Subject to the provisions of this Section 21 (Invoices and Payments) and Section 20.6 (Withhold Remedy), all undisputed Charges are due and payable by County on or prior to the forty-fifth (45th) Calendar Day after County's receipt and Approval of an accurate and properly issued Invoice, including all information required under Section 21.2 (Invoice Requirements). In no event shall County pay Supplier interest or other late charges on any Charges or other amounts due under this Agreement. County will have the right to set off against amounts owed by County under the Agreement any amount the Supplier is obligated to pay or credit County under this Agreement (including amounts payable by Supplier to County in connection with the Service Level Requirements).

21.2. Invoice Requirements

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

21.3. Billing Adjustments

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

21.4. Billing Disputes and Reports

Supplier and County shall exercise good faith efforts to resolve all billing disputes to their mutual satisfaction within thirty (30) Calendar Days of the date of written notification by County to Supplier of a dispute. County shall be entitled to withhold amounts in dispute under this Section 21.4 (Billing Disputes and Reports) without Supplier claiming a default of a material duty or obligation by County. A "billing dispute number" will be assigned by Supplier to all billing disputes. The billing dispute number will be used by Supplier and County on all correspondence and reports to identify the dispute. Supplier shall provide the County IT Services Governance Manager with a monthly report of the status of pending billing

disputes. Each Party agrees to continue performing its obligations under this Agreement while any billing dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right County may otherwise have to dispute any Charge or amount or recover any amount previously paid.

21.5. Set-Off

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

21.6. Expenditure Limit

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

22. LIMITATIONS OF LIABILITY AND DAMAGES

22.1. Damage Recovery Exclusion

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

22.2. Limitation of Liability Amount

(A) Except as to the exclusions described in Section 22.3 (Exclusions), the aggregate liability of Supplier and County (and their respective Affiliates, Subcontractors, employees, officers, and directors, and as to County, its elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) for direct damages shall be limited to one hundred fifty percent (150%) of the Contract Sum preceding the first act or omission giving rise to such liability (the "**Damage Limit**").

(B) The Damage Limit applicable to any liability for direct damages, including any costs of cover, shall be that Damage Limit in effect at the time of the occurrence of the first act or omission giving rise to such liability.

(C) As to either Party, in the event the Damage Limit is reduced by fifty percent (50%) or more as a result of a liability that has been determined by a trier of fact prior to the end of the second Contract Year, the Damage Limit as to that Party shall be reset to the total amount provided for in this Section 22.2 (Limitation of Liability Amount).

22.3. Exclusions

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

(A) any bodily injury to a Person or physical damage to tangible property Finally Determined to be caused by Supplier;

(B) either Party's indemnity obligations under this Agreement;

(C) a breach by Supplier of the non-disclosure, confidentiality, or security obligations set forth in this Agreement;

(D) fraud, willful misconduct, or gross negligence by Supplier in providing the Services or in connection with the County's selection process for the Services

(E) the improper or wrongful termination of the Agreement, abandonment of the work performed or to be performed, or willful refusal to provide termination or expiration assistance services by the Supplier;

(F) Charge Reductions paid or to be paid by Supplier to County under this Agreement;

(G) Supplier's violation of foreign or U.S. Laws, rules, or directives; or,

(H) the costs and expenses associated with requirements for notification to jurisdictional authorities and other parties related to any Security Incident or other inappropriate or unlawful disclosure of County Data or County Confidential Information

22.4. Direct Damages

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

(A) costs of reconstructing or reloading County Data;

(B) costs of implementing and performing work-arounds regarding a Supplier Service failure;

(C) costs of replacing lost, stolen, or damaged goods or materials arising from Supplier's acts or omissions

(D) costs to procure replacement services from an alternate source as a result of a failure by Supplier to perform, to the extent the cost of such replacement services are in excess of the applicable Charges for such the Services being replaced;

(E) overtime, straight time, and related expenses and allocated overhead (including travel, lodging, and wages) as a result of a failure by Supplier to perform; and,

(F) payments or penalties imposed by a governmental or regulatory body as a result of a failure to comply with Laws by Supplier.

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

23. SUPPLIER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

23.1. Authority

Supplier represents, warrants, and covenants that: (A) it is a corporation validly organized and existing under the laws of the State of Delaware and has requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted; (B) it has full power and

authority under its organizational documents and the laws of the State of Delaware to execute and deliver this Agreement and to perform its obligations hereunder; (C) it has by proper action duly authorized the execution and delivery of this Agreement and, when validly executed and delivered, this Agreement shall constitute a legal, valid, and binding Agreement of Supplier enforceable in accordance with its terms; and, (D) the execution and delivery of this Agreement and the consummation of the transaction herein contemplated does not conflict with or constitute a breach or default under Supplier's organizational documents or under the terms and conditions of any documents, agreements, or other writings to which it is a party or contravene or violate any statute, Law, regulation, or rule applicable to Supplier.

23.2. Performance Warranty

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

23.3. Services

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

23.4. Information Furnished to County

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

23.5. Litigation Warranty

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

23.6. County Data

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

23.7. Authorized Users and Rights to Use Software

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

23.8. Assignment of Warranties

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

23.9. Viruses

(A) Supplier represents, warrants, and covenants that it shall use its best efforts to ensure that no forms of harmful or surreptitious code, including, malware, Trojan horses, system monitors, key loggers, dialers, spyware, adware, adware, cookies, and other similar code or processes (collectively, "**Viruses**") are introduced into the County System. Supplier will: (i) ensure that no Viruses are introduced on to the County System by any act, omission, or negligence of Supplier, any Subcontractor, or any Suppler Personnel; (ii) test the Deliverables prior to delivery of the same to identify and remove any Viruses in order to prevent introduction of the same on to the County System, and will secure for County sufficient rights to perform periodic scans and checks on the Deliverables and any other Software provided by Supplier to County and that Supplier introduces or connects to any of the County Systems; (iii) take all reasonable precautions to ensure that all its information technology systems, networks, and the interfaces with County are protected by up-to-date anti-virus Software; and, (iv) take all other steps necessary to ensure the security of the County System and will comply with County's reasonable requests in relation to information technology security from time-to-time.

(B) Without prejudice to any other rights of County, if a Virus is found to have been introduced into the County System as result of any act, omission, or negligence of Supplier, any Subcontractor, or any Supplier Personnel, Supplier shall promptly notify County in writing and, at no additional charge to County, shall provide all reasonable assistance as County may request in order to promptly reduce the effects of, mitigate the losses, and restore any Deficiencies resulting from the Virus. Notwithstanding the foregoing, if a Virus is found to have been introduced into the County System, whether or not by Supplier, Supplier shall, upon learning of any such Virus, immediately notify County and shall provide commercially reasonable assistance to County in order to reduce the effects of, and to mitigate the losses from, the Virus.

23.10. Disabling Devices

Supplier represents, warrants, and covenants that it shall not cause any unplanned interruption of the operations of, or accessibility to, the County System through any device, method, or means including the use of any Virus, "lockup," "time bomb," "key lock" device program, or other disabling code, the purpose

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

23.11. Insurance Premiums

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

23.12. Compliance with Laws

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

23.13. Changes in Law and Regulations

Supplier represents, warrants, and covenants that it shall identify the impact of changes in any Supplier Regulatory Requirements on its ability to deliver the Services and perform its obligations under the Agreement. Supplier shall notify County of such Supplier Regulatory Requirements within ten (10) Business Days after enactment of any such Supplier Regulatory Requirements and shall work with County to identify the impact of such changes on how County uses the Services or on how Supplier delivers the Services. County and Supplier shall promptly make any resulting modifications to the Services as reasonably necessary as a result of such Supplier Regulatory Requirements through the Change Control Process. Supplier shall comply with changes to all Supplier Regulatory Requirements and shall implement any necessary modifications to the Services prior to the deadline imposed, or extensions authorized by, the regulatory or other governmental body having jurisdiction for such Supplier Regulatory Requirements. All costs associated with identification and compliance with the Supplier Regulatory Requirements shall

be borne by Supplier. Upon County's Approval of a Change, Supplier shall implement County Regulatory Requirements, and shall implement any necessary modifications to the Services, in accordance with the County Policies, Procedures, and Guidelines and any applicable Project Requirements. Except as provided in this Section 23.13 (Changes in Law and Regulations), Supplier shall have no obligation to identify regulatory changes.

23.14. Inducements

Supplier represents, warrants, and covenants that it has not and will not violate any applicable Laws, or any of the County Policies or Procedures of which Supplier has been given notice or have been made available to Supplier, regarding the offering or receiving of unlawful inducements in connection with the Agreement.

23.15. Technical Architecture and Product Standards

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

23.16. Open Source Warranty

(A) For purposes of this Agreement, all Open Source Software provided by Supplier to County shall be considered, as applicable, Embedded Supplier Third Party Software, Embedded Supplier Third Party Documentation and/or Embedded Supplier Third Party Intellectual Property, and shall be subject to all warranties, indemnities, and other Requirements of this Agreement.

(B) Supplier represents, warrants and agrees that: (i) as of the Reference Date, Exhibit N (Open Source Software Disclosure) lists each item of Open Source Software that will be provided to County in connection with this Agreement, (ii) subsequent to the Reference Date, prior to providing any Open Source Software to the County not listed in Exhibit N (Open Source Software Disclosure), Supplier will provide written notice to the County that lists each such item of Open Source Software; (iii) it has provided and will provide County with copies of all relevant license agreements relating to all Open Source Software that will be provided to the County in connection with this Agreement; (iv) it is in compliance with the requirements of the applicable license for each such item of Open Source Software; (v) to the best of Supplier's knowledge, the Open Source Software does not, and the use of the Open Source Software by County as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and, (vi) unless otherwise agreed in writing, County shall have no obligation to pay any third party any fees, royalties, or other payments for County's use of any Open Source Software in accordance with the terms of this Agreement.

(C) Without first obtaining the Approval of County or except as otherwise set forth in Exhibit N (Open Source Software Disclosure), Supplier shall not, and shall not permit any Supplier Personnel to use Open Source Software in performing the Services or incorporate Open Source Software into any County Intellectual Property, Equipment, System, Deliverable, or Developed Materials. In the event that during the Term, any of the Open Source Software licenses are revised by their respective licensors such that continued use of the applicable Open Source Software would require County's acceptance of the revised license, Supplier shall immediately provide County with a copy of the revised license. Within sixty (60) Calendar Days of receipt of the revised license, County shall notify Supplier of its election, in County's sole discretion, to: (i) accept the revised license; (ii) reject the revised license and continue using the prior version of the applicable Open Source Software; (iii) reject the revised license and elect to utilize a substantially similar Software product provided by Supplier at no cost to County that replaces the Open Source Software; or,

(iv) terminate this Agreement, any Functional Service Area, or any Work Order in whole or in part, with regard to the applicable Open Source Software or the entire Agreement, if in County's sole discretion, the Open Source Software effects overall desirability of the County System. If County elects to reject the revised license pursuant to clause (ii) above, Supplier shall continue to support such version as required herein. If County elects to reject the revised license pursuant to clause (iii) above, Supplier shall provide such replacement Software product at no cost to County and fully install and implement such replacement Software product into the County System without interference to County's information technology environment and operations. In the event of any termination pursuant to clause (iv) above, Supplier shall refund all implementation or other fees or Charges paid hereunder by County in connection with the item of Open Source Software to which the termination relates.

23.17. Covenant Against Contingent Fees

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

23.18. Additional County Prohibitions

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

23.19. Child Support

23.19.1. Child Support Warranty

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

23.19.2. Child Support Documentation

Supplier is required to comply with the child support enforcement requirements of the County. Supplier must, within ten (10) days of Supplier's notification of selection of award for this Agreement, but prior to

official award of this Agreement, Supplier shall furnish to the County Deputy Purchasing Agent in the form attached hereto as Exhibit O (Child Support Certification):

(A) If Supplier is an individual, Supplier's name, date of birth, Social Security number, and residence address;

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

(C) A certification that the Supplier has fully complied with all applicable federal and state reporting requirements regarding its employees and will continue to so comply throughout the Term of the Agreement; and

(D) A certification that the Supplier has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply throughout the Term of the Agreement.

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

23.20. Subordinate Agreements with Eligible Customers

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

23.21. Supplier Diligence

Supplier represents and warrants that it:

(A) Has had the opportunity to carry out a thorough due diligence exercise in relation to the Services, the Requirements, and all its and their obligations under this Agreement, and to visit and inspect the County Locations, the Assets, and facilities, and evaluate their state and condition, and has asked County all the questions Supplier and the Supplier Affiliates consider to be relevant for due diligence and for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement, including providing the Services within the Charges as set out in Exhibit P (Pricing);

(B) Has received all information and answers requested by it from County and has satisfied itself as to the nature and extent of the obligations and risks assumed by it under this Agreement and the adequacy and sufficiency of the Charge and the financial arrangements in this Agreement for the Services, including Transition-In Services and Termination Assistance Services, which shall cover all Supplier's and Supplier Affiliates' obligations under this Agreement;

(C) Has gathered all information necessary to perform all obligations under this Agreement, including:

(i) all information as to the nature and current state of the County Systems, Assets, and Networks which are the subject of the Services;

(ii) all information about the availability, accuracy, and adequacy of the records and data relating to Supplier's obligations under this Agreement;

(iii) all information as to the functionality, performance, availability, and adequacy of the Assets comprised in the County Systems as of the Reference Date; and

(D) Has made its own inquiries to satisfy itself as to the accuracy and adequacy of any information and answers provided or gathered in respect of the areas and matters relating to Supplier's obligations under this Agreement in reliance on its own due diligence.

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

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

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

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

24. WARRANTY DISCLAIMER

24.1. Representations and Warranties Throughout Agreement

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

24.2. Remedy

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

24.3. Warranty Disclaimer

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

25. TERMINATION

25.1. Change of Control

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

25.2. Termination for Cause by County

County may terminate this Agreement or any Functional Service Area, in whole or in part: (A) if Supplier materially breaches any of its duties or obligations under the Agreement or any Functional Service Area; (B) if Supplier commits numerous breaches of its duties or obligations under the Agreement or any Functional Service Area which in the aggregate are material; (C) upon ninety (90) Calendar Days prior written notice if Supplier fails to meet any one (1) or more Service Level Requirements with an individual Weighting Factor of one (1) percent or more for four (4) consecutive calendar months, or for any four (4) months in any six (6) month period, other than as a result of County's direct or indirect failure to timely and accurately perform its responsibilities under this Agreement or any Functional Service Area; (D) upon ten (10) Calendar Days prior written notice if Supplier suspends the transaction of its usual business for more than three (3) Calendar Days for any reason; (E) upon ninety (90) Calendar Days prior written notice if Supplier's auditors fail to issue a Type II Audit Report that identifies deficiencies or problems in Supplier's

operating effectiveness, or contains a qualified opinion identifying an inadequate control, and Supplier fails to comply with the terms of Section 29.4 (Self Audits) of this Agreement with respect to such deficiencies, problems, or inadequate controls; (F) upon ninety (90) Calendar Days prior written notice if Supplier shall have experienced a material adverse change to its business, financial condition, or assets, and such adverse change has or may potentially have a material adverse effect on Supplier's performance hereunder; (G) upon thirty (30) Calendar Days prior written notice if Supplier's Standard & Poor's credit rating drops to BBB- or lower (or an equivalent drop in rating by another reputable financial agency), and within thirty (30) Calendar Days thereof Supplier does not provide adequate financial assurances to County that Supplier will be able to continue to perform its obligations under this Agreement and all applicable Functional Service Areas and Work Orders in accordance with the terms of this Agreement and all such Functional Service Areas and Work Orders to County's satisfaction. County's written notice shall specify the acts, omissions, or events alleged to constitute such material breach, breaches, or events and shall state that the notice is being provided in accordance with this Section 25.2 (Termination for Cause by County). In the event of Supplier's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Functional Service Area as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) Calendar Days after the date of the notice of termination.

25.3. Termination for Cause by Supplier

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

25.4. Termination for Insolvency

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

25.5. Termination for Failure to Implement Benchmark Adjustments

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

25.6. Termination for Convenience

County may, at any time and in its sole discretion, elect to terminate this Agreement or any Functional Service Area at its convenience, provided that County shall, at the time of such election, (A) to terminate the entire Agreement, provide Supplier with one hundred and eighty (180) Calendar Days' prior written notice, and (B) to terminate any part of the Agreement or part of Functional Service Area or service thereunder, provide Supplier with ninety (90) days' prior written notice. In the event of any termination of under this Section 25.6 (Termination for Convenience), County shall not pay any costs, Charges, or other fees arising from a termination for convenience. Further, County may terminate any Non-Recurring Initiative for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of a Non-Recurring Initiative, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. As to the County's termination of any Functional Service Area under this Section 25.6 (Termination for Convenience), excluding the County's termination of the Integrated Requirements Functional Service Area (since the Charges for the Integrated Requirements Functional Service Area are included in the Charges for the other Functional Service Areas and are not priced separately), the reduction in the Charges corresponding with such termination shall be equal to the Charges set forth under the Agreement for the terminated Functional Service Area. As to the County's termination of any other subset of Services under this Section 25.6 (Termination for Convenience), the Parties shall meet and negotiate in good faith the reduction in the Charges corresponding with such termination as the Parties' best approximation of the Charges for such Services under the Agreement (which, to the extent applicable, shall be based on applicable pricing information included in the Agreement for the terminated Services, e.g. in Exhibit P.3 (Resource Unit Pricing)). Any such reduction in the Charges shall be effective as of the date of termination of the terminated Functional Service Areas or other Services.

25.7. Termination by County for Non-Appropriation

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

25.8. Additional Termination Right of County

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

25.9. Termination for Incurred Liability

County shall have the right to terminate: (A) the Term of this Agreement with regard to the Services, or (B) any portion the Services then being provided by Supplier by delivery of a termination notice to Supplier at least ninety (90) Calendar Days before the termination date specified therein, if Supplier has incurred liability under the Agreement in an aggregate amount equal to or greater than seventy-five percent (75%) of then applicable limit on liability specified in this Agreement. If, during the Term, Supplier's total aggregate liability for all claims asserted against it by County under this Agreement based on actual

damage awards or settlement amounts equals or exceeds seventy-five (75%) of the amount specified in Section 22.2(Limitation of Liability Amount), then County may provide to Supplier a written notice requesting that Supplier increase the amount specified in Section 22.2 (Limitation of Liability Amount) by no less than Supplier's total aggregate liability for all claims asserted against it by County under this Agreement as of the date of such written notice. If Supplier refuses to take such actions in writing within thirty (30) Calendar Days of Supplier's receipt of County's written request therefor, County may terminate this Agreement or any portion of the Services.

25.10. Termination Authorization

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

25.11. Termination Assistance

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

25.12. Payment of Charges

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

25.13. Cumulative Remedies

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

25.14. Stop Order

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

25.15. Reprocurement Costs

In the event of termination resulting from Supplier's breach of this Agreement, County may procure substitute goods or services from other sources as a replacement for the Services under this Agreement. If the cost for those goods or services is higher than the Charges for such Services under the terms of this Agreement, Supplier will be responsible for paying to County the difference between the Charges for such Services under the terms of this Agreement and the price paid by County for the substitute goods or services, and the County may deduct such amount from any unpaid balances due to Supplier. For purposes

of the foregoing calculation, the price paid by County for the substitute goods or services shall be deemed to be the prevailing market price at the time such purchase is made. The County's rights under this Section 25.15 (Reprocurement Costs) are in addition to any other remedies available under this Agreement and under law.

26. TERMINATION AND EXPIRATION ASSISTANCE SERVICES

26.1. Termination and Expiration Transition Plan

(A) Supplier understands and agrees that County's business operations are dependent on the Services, and that County's inability to receive the Services shall result in irreparable damages to County. Therefore, upon the expiration or termination of this Agreement or any Functional Service Area in whole or in part for any reason, including the breach of this Agreement by the other Party, but excluding the termination of this Agreement for non-appropriation as provided in Section 25.7 (Termination by County for Non-Appropriation), and upon County's request and Approval of Termination Assistance Services as Optional Work as provided in Section 2.12 (Optional Work) and the Approval of an Amendment for such Termination Assistance Services as provided in Section 2.12.6 (Amendments for Optional Work), and subject to the not-to-exceed amount set forth in Exhibit P.9 (Termination Transition Services Pricing), Supplier shall provide the Termination Assistance Services as Optional Work as set forth in this Section 26 (Termination and Expiration Assistance Services) and the Requirements set forth in Exhibit S (Termination Transition Requirements).

(B) Within ninety (90) Calendar Days after the Reference Date, Supplier shall, in the form and scope agreed upon by County and Supplier, deliver to County for review and revision a Termination Transition Plan prepared specifically for County engagement and any transition from the Services and which will be utilized by both Supplier and County Personnel to implement their respective obligations under this Agreement during any Termination Transition Period. Supplier shall revise the plan based on County's input and the final Termination Transition Plan requires Approval by County's CIO or his or her designee. Supplier shall update the Termination Transition Plan during the Term upon County's request. If no Termination Transition Plan has yet been Approved at the time of such expiration or termination, the rights of County upon any such expiration or termination shall be as set forth in this Section 26 (Termination and Expiration Assistance Services) and Exhibit S (Termination Transition Requirements).

(C) If a Termination Transition Plan has been Approved, then the rights of County upon any expiration or termination of this Agreement or any Functional Service Area shall be as set forth in the most recently Approved Termination Transition Plan, Exhibit S (Termination Transition Requirements), and this Section 26 (Termination and Expiration Assistance Services). If there are any inconsistencies between this Section 26 (Termination and Expiration Assistance Services) and the most recently Approved Termination Transition Plan, the most recently Approved Termination Transition Plan shall govern. If no Termination Transition Plan has been Approved at the time of any expiration or termination, then, as part of the Termination Assistance Services, Supplier shall provide the professional services staff necessary to provide (i) the Services (as requested by County) at performance standards and Service Level Requirements in effect at the time of termination or expiration, and (ii) the Termination Assistance Services.

26.2. Performance of Services

Supplier and County acknowledge and agree that their mutual cooperation is important to the effective transition of Services provided by Supplier to County or County's designated suppliers. During the Termination Transition Period, Supplier shall provide County with all of the Services being provided as of the earlier of the expiration or termination of the Agreement or the initiation of Termination Assistance

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

26.3. Termination Transition Period

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

whole or in part, shall not exceed eighteen (18) months. As to any ongoing Services (including the Converged Network Services, Voice Communications Services, and Security Operations Center Services) provided after the expiration or termination of the Agreement or the initiation of Termination Assistance Services, and during the Termination Transition Period, the Charges for such Services shall be the same as the Monthly Fixed Fee immediately prior to the expiration or termination of the Agreement or Services, in whole or in part (or prorated in the event the first or last month of the Termination Transition Period is less than a full month). County shall not pay any additional Charges or other fees for Termination Assistance Services performed outside of the Termination Transition Period. County shall have the same rights to Software and such other intellectual property rights as provided in Section 16 (Software, Documentation, and Intellectual Property) during the Termination Transition Period as it does during the Term.

26.4. Transition Services

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

(A) Notwithstanding Section 40.2 (Non-Solicitation of Personnel), County or County's designee shall be permitted to undertake, without interference from Supplier or Supplier Affiliates (including counteroffers), to hire, effective after the later of the termination of the Term or completion of any Termination Assistance Services, any employees of Supplier or Supplier Affiliates primarily assigned to the performance of Services within the twelve (12) month period after the Reference Date and within the twelve (12) month period prior to the expiration or termination date by providing Supplier with written notice of its intent to hire any such employees no later than the latter of (i) forty five (45) Calendar Days prior to the expiration of the Term, or (ii) forty five (45) Calendar Days prior to the completion of any Termination Assistance Period. Supplier shall waive, and shall cause its Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by County or its designee. County or County's designee shall have reasonable access to such employees of Supplier or Supplier Affiliates for interviews, evaluations, and recruitment. County or County's designee shall conduct the above-described hiring activity in a manner that is not unnecessarily disruptive to the performance by Supplier of its obligations under this Agreement.

(B) To the extent County or County's designee is entitled under Section 16 (Software, Documentation, and Intellectual Property) to a license, sublicense, or other right to use any Software or other Intellectual Property utilized in performing the Services, Supplier shall provide County or its designee with such license, sublicense, or other right, including, where County has such right, a copy of all Source Materials, Object Code and Documentation related to Software, in Supplier's possession or control, in a form reasonably requested by County. Notwithstanding anything in this Agreement to the contrary, Supplier shall have no obligation to provide County with any Software that is Source Materials other than where the Source Material is County Custom Software or County Modified Software or Open Source Software.

(C) County or its designee shall have the right, but not the obligation, upon reasonable notice, to purchase any Supplier Assets that, on the date of expiration or termination of this Agreement or any Functional Service Area or Work Order, Supplier is using on a dedicated basis to perform the Services.

(D) Supplier shall return to County, if not previously returned, all County Equipment, in a condition at least as good as the condition thereof on the Reference Date, ordinary wear and tear excepted. Such Equipment shall be returned at the expiration or termination date or the completion of any

Services or Termination Assistance Services associated with such Equipment requested by County under this Agreement, whichever is later.

(E) Supplier shall inform County of Subcontracts or Third Party Vendor contracts primarily dedicated by Supplier, Supplier Subcontractors, or Supplier Affiliates to perform the Services. County shall retain the right to contract directly with any such Subcontractor or Third Party Vendor. Additionally, Supplier shall use commercially reasonable efforts to provide County with the right to contract directly with any Subcontractor or Third Party Vendor previously utilized by Supplier to perform any Services or to assume Supplier's contract with such Subcontractor or Third Party Vendor.

(F) If Supplier is able to obtain the right for County to assume such Subcontracts and Third Party Vendor contracts in accordance with Section **Error! Reference source not found.** above, and County elects to assume a Subcontract or Third Party Vendor contract, Supplier shall assign the designated Subcontracts and Third Party Vendor contracts to County or its designee as of the expiration or termination date or the completion of any Services associated with such Subcontracts or Third Party Vendor contracts, whichever is later. There shall be no charge or fee imposed by Supplier on County related to such assignment. To the extent charges or fees are imposed by any Subcontractors or Third Party Vendor, such costs shall be paid by Supplier. Supplier shall (i) represent and warrant that it is not in default of such Subcontracts and Third Party Vendor contracts, (ii) represent and warrant that all payments have been made thereunder through the date of assignment, and (iii) notify County of any defaults by Subcontractors or Third Party Vendor contractors with respect to such Subcontracts and Third Party Vendor contracts of which Supplier is then aware.

(G) If Supplier uses a proprietary communications network to provide Services to County, then for a period of no more than eighteen (18) months following the expiration or termination date, County may request that Supplier continue to provide such proprietary communications network and other network Services at the rates, and subject to the terms and conditions, set forth in this Agreement.

27. INSURANCE AND INDEMNITY

27.1. Required Insurance Coverage

Supplier shall obtain, pay for, and maintain in full force and effect during the Term of this Agreement insurance as provided in this Section 27 (Insurance and Indemnity). Prior to the provision of Services under this Agreement, Supplier agrees to purchase all required insurance at Supplier's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Agreement have been complied with. Supplier agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Agreement. In addition, all Subcontractors performing work on behalf of Supplier pursuant to this Agreement shall obtain insurance that is (i) consistent with the terms and conditions as set forth herein for Supplier, (ii) necessary to address the risks associated with a Subcontractor's performance, and (iii) Approved by County in connection with the Subcontractor's Approval. Supplier shall ensure that all Subcontractors performing work on behalf of Supplier pursuant to this Agreement shall be covered under Supplier's insurance as an Additional Insured or maintain insurance as set forth herein for Subcontractor and Approved by County in connection with the Subcontractor's Approval as provided in (iii), above. Supplier shall not allow Subcontractors to work if Subcontractors do not have the level of coverage required and Approved by County under this Agreement. It is the obligation of Supplier to provide notice of the insurance requirements to every Subcontractor and to receive proof of insurance prior to allowing any Subcontractor to begin work. Such proof of insurance must be maintained by Supplier through the entirety

of this Agreement for inspection by County representative(s) at any reasonable time. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Five Million Dollars ($5,000,000) shall specifically be Approved by the County's Risk Manager, or designee, upon review of Supplier's current audited financial report. If Supplier's SIR is Approved, Supplier, in addition to, and without limitation of, any other indemnity provisions in this Agreement, agrees to all of the following:

(A) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand, or suit resulting from Supplier's, its agent's, its employee's, or Subcontractor's performance of this Agreement, Supplier shall defend the County at its sole cost and expense with counsel Approved by Board of Supervisors against same; and,

(B) Supplier's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and,

(C) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Supplier's SIR provision shall be interpreted as though the Supplier was an insurer and the County was the insured.

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

27.2. Qualified Insurer

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

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

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

27.3. Coverage Minimum Limits

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

	$1,000,000 aggregate
Professional Liability	$20,000,000 per claims-made
	$20,000,000 aggregate
Employee Dishonesty and Computer Fraud (Client Coverage)	$10,000,000 per occurrence
Property in Transit (Property of Others)	Replacement Cost

27.4. Required Coverage Forms

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

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

27.5. Required Endorsements

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

(A) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming "***County of Orange its elected and appointed officials, officers, agents and employees***" as Additional Insureds, or provide blanket coverage, which will state "***AS REQUIRED BY WRITTEN AGREEMENT***".

(B) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Supplier's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

(A) An Additional Insured endorsement naming "***County of Orange its elected and appointed officials, officers, agents and employees***" as Additional Insureds for its vicarious liability.

(B) A primary and non-contributing endorsement evidencing that the Supplier's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

Supplier shall notify County in writing within thirty (30) Calendar Days of any policy cancellation and ten (10) Calendar Days for non-payment of premium and provide a copy of the cancellation notice to County.

Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the County may suspend or terminate this Agreement.

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

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

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

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

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

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

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

27.6. Claims Made Coverages

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

27.7. Waiver of Rights of Subrogation

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

27.8. Certificates of Insurance

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

(A) With the exception of the Workers Compensation and Employer's Liability coverages, in the name of County, its officers, agents, and employees as additional insureds;

(B) to provide that each of the policies is primary insurance with respect to any other insurance available to County as to any claim for which coverage is afforded under the policy; and

(C) to provide that the policy shall apply separately to each insured against whom a claim is made or suit is brought (required for Comprehensive General Liability, Professional Liability Insurance, and Automobile Liability only).

The certificates of insurance shall demonstrate the applicable waivers of subrogation required hereunder are in force which may be shown on the certificate (except that, if County prefers that Supplier provide a copy of the blanket additional insured provision endorsement that adds County as an additional insured except for excess liability to the applicable policy in lieu of any such certificate of insurance, Supplier shall provide a copy of such endorsement within thirty (30) Calendar Days after County's request therefore).

27.9. Subcontractors to Be Insured

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

27.10. Cancellation or Lapse of Insurance

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

27.11. Other Insurance Requirements

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

27.12. General Indemnity

27.12.1. Supplier's Indemnity

(A) At Supplier's expense and as described herein, Supplier agrees to (i) indemnify, (ii) defend with counsel Approved in writing by County, and (iii) hold County Indemnitees harmless from any claims, actions, proceedings, liability, damages, costs, and expenses, of any kind or nature arising out of, or in connection with: (a) any alleged act or failure to act by Supplier or its directors, officers, agents, or employees which has caused, or which is alleged to have caused (including negligent or willful misconduct), any injury to any Person or Persons or damage or loss to tangible property; (b) a breach of the provisions of Section 28 (Confidentiality) relating to Supplier's use of County Confidential Information; (c) a breach of the provisions of Section 23.12 (Compliance with Laws); (d) Supplier's decision to terminate or failure to observe or perform any duties or obligations to be observed or performed on or after the Commencement Date by Supplier under any of the Third Party Software licenses, Equipment Leases, or Managed Contracts assigned to Supplier by County or for which Supplier has assumed financial, administrative, or operational

responsibility; (e) Supplier's failure to observe or perform any duties or obligations to be observed or performed by Supplier under Third Party Software licenses, Equipment Leases, or Managed Contracts entered into by Supplier and used in providing the Services; (f) occurrences that Supplier is required to insure against pursuant to Section 27 (Insurance and Indemnity), to the extent of Supplier's actual coverage under its insurance policies, or in the event Supplier fails to obtain the applicable insurance policy pursuant to Section 27 (Insurance and Indemnity), to the extent of the coverage required therein; provided, however, that this provision shall not limit County's right to indemnity under any other provision of this Section 27.12 (General Indemnity); (g) Supplier's acts or omissions during the interview, hiring, or transition process with respect to any County Personnel or former County Personnel; (h) Taxes, together with interest and penalties, that are the responsibility of Supplier under Section 20.4 (Taxes); (i) any breach (or claim or threat thereof that, if true, would be a breach) of any of the warranties, agreements, representations, or obligations of Supplier under this Agreement; (j) claims by government regulators or agencies for fines, penalties, sanctions, or other remedies arising from or in connection with Supplier's failure to perform its responsibilities under this Agreement; or, (k) any action brought by any Supplier Personnel or Subcontractor seeking to be treated as a County employee or claiming entitlement to any County employee benefits other than with regard to periods during which they were actually employed by County ((a) through (k) above are individually each, and collectively all, referred to as "**Indemnity Claims**"). For the avoidance of doubt, Supplier understands and agrees that the County Board of Supervisors is specifically authorized under this Agreement and required by law to direct and control litigation and conduct actions as provided by Government Code Section 25203. Consequently, Supplier will pay for the defense using counsel selected by and reporting to County. In the event there are damages and/or expenses, including attorney's fees, which Supplier is obligated to pay and pays under this Section 27.12.1 (Supplier's Indemnity), and it is Finally Determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Supplier for such damages and/or expenses, including attorney's fees, paid by Supplier in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, Finally Determined to be attributed to the County.

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

27.13. Environmental

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

(B) Supplier shall: (i) notify County of the procedures and precautions to be taken at County Locations or Supplier Locations where Hazardous Materials are used or produced by Supplier or its Affiliates

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

(C) In the event that Hazardous Materials are present at levels exceeding U.S. OSHA Permissible Exposure Limits at any County Location during the Term of this Agreement, Supplier may temporarily cease performance of any affected portion of the Services if and to the extent Supplier's ability to perform such portion of the Services safely is impacted by the presence of such Hazardous Materials and the unsafe condition cannot reasonably be circumvented by Supplier through the use of alternative approaches, workaround plans, or other means.

(D) Supplier shall comply with all other requirements and obligations with respect to Hazardous Materials as set forth in Exhibit E (Environmental, Health, and Safety Issues).

27.14. Subrogation

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

27.15. Indemnities Throughout Agreement

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

28. CONFIDENTIALITY

28.1. Definition of Confidential Information

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

28.2. Exclusions

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

(A) has previously become or is generally known to the public, unless it has become generally known to the public through a breach of this Agreement or a confidentiality or non-disclosure agreement;

(B) was already rightfully known to the Party receiving such information (the "**Receiving Party**") prior to being disclosed by or obtained from the Party (or its agents or Affiliates) disclosing such information (the "**Disclosing Party**") as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party;

(C) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or,

(D) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party.

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

28.3. Use

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

28.4. Treatment of County Data

County Data is and shall remain the property of County and County shall retain exclusive rights and ownership of the County Data. Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 28 (Confidentiality), during the

Term and thereafter in perpetuity, Supplier will not gather, store, log, archive, use, or otherwise retain any County Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any County Data to any third party, except as expressly provided in this Agreement or as Supplier may be expressly be directed in advance in writing by County. Supplier represents, covenants, and warrants that Supplier will use County Data only in compliance with (A) this Agreement, (B) the County Policies, Procedures, and Guidelines, and (C) all applicable Laws.

28.5. Compelled Disclosures

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

(B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such claim or liability against County, as well as any and all reasonable attorneys' fees and costs of investigation arising from such claims or liability against County incurred by County or any other party indemnified under this Section 28.5 (Compelled Disclosures) associated with such claims or liability against County and incurred prior to Supplier's assumption of the defense against any claims or liability against County.

28.6. Return of Proprietary or Confidential Information

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

(A) with respect to either Supplier or County, as the case may be, return or destroy, at the Disclosing Party's option, all originals and copies of all documents and materials it has received containing the Disclosing Party's Confidential Information; and,

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

28.7. Solicitation of County Customers

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

28.8. Residual Knowledge

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

28.9. Non-Exclusive Equitable Remedy

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

29. AUDIT, INSPECTION, AND EXAMINATION OF RECORDS

29.1. Supplier Records

Supplier shall, and shall cause its Subcontractors to, maintain complete and accurate records of, and supporting documentation for, Charges and financial transactions relevant to the performance of

Supplier's obligations under this Agreement. In addition, Supplier shall, and shall cause its Subcontractors to, maintain accurate records and supporting documentation (excluding materials protected under attorney-client or other legal privilege or internal audit reports, but including disclosure of any finding, recommendation, or conclusion in such audit reports relating to possible non-compliance with Supplier's obligations under this Agreement) sufficient to document the Services provided by Supplier and such Subcontractors under this Agreement, including corporate documents, contractual agreements, employment agreements, and all other documents, agreements, and records relating to this Agreement ("**Supplier Records**"). With respect to the amounts chargeable to and payments made by County under this Agreement, Supplier Records shall be kept in accordance with generally accepted accounting principles applied on a consistent basis. Supplier shall retain Supplier Records in accordance with County's Record Retention Policy as it may be reasonably adjusted from time-to-time and provided to Supplier in writing.

29.2. Operational Audits

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

29.3. Financial Audits

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

the date of Supplier's receipt of such net overcharge. In addition, if any such audit reveals an overcharge of more than three percent (3%) in any Functional Service Area, Supplier shall promptly reimburse County for the actual cost of such audit. Subject to Section 21.1 (General), if any such audit reveals an undercharge by Supplier, net of any revealed overcharges, and County does not successfully dispute the amount revealed by such audit, County shall promptly pay to Supplier the amount of such net undercharge.

29.4. Self-Audits

(A) In addition to the audits authorized by County as set forth above, in the event County identifies an incident or event that arises from Supplier's actions or inactions and that raises an issue, which if systemic to Supplier's Services, would have a significant adverse impact on performance, operations, compliance with Laws, Charges, or similar concerns, County may request and Supplier will perform a self-audit of a sampling of Locations to determine if the issue is present at other Locations or in connection with other Services. Supplier will share the methodology and results of the self-audit performed as a sampling with County. The self-audit requirement under this Section 29.4 will not be initiated by County more than two (2) times in any Contract Year and will be at Supplier's cost. If the results of the self-audit performed on a sampling reflect similar issues are occurring at other Locations or in connection with other Services, the issues will be escalated on an expedited basis for a decision on the scope of further self-auditing based on the results of the sampling.

(B) At Supplier's sole cost and expense, Supplier shall cooperate with County on service organization control Audits. Supplier shall require its Auditors to conduct an annual examination of the controls placed in operation and tests of operating effectiveness, and issue a SSAE 18 Type II Report or an AT 101 Type II Report (each, a "**Type II Audit Report**") (as applicable) thereon which shall comply in all material respects with SSAE 18 or AT 101 (as applicable), as such standards may be amended, restated, or amended and restated, from time-to-time. If, from time-to-time, the applicable Type II Audit Report is replaced by a similar report (whether by the AICPA or pursuant to industry practice), then, upon County's request, Supplier shall provide such replacement report instead of the applicable Type II Audit Report, but otherwise as and when set forth in this Section 29.4 (Self Audits). Each Type II Audit Report shall cover the SSAE 18 or AT 101 reporting period (as applicable) (each, a "**Type II Audit Reporting Period**").

(C) In addition to the Type II Audit Reports, Supplier shall promptly deliver the following items to County:

(i) five (5) copies of the final version of the applicable Type II Audit Report on or before December 15 of each calendar year; and,

(ii) a supplemental report ("**Bridge Letter**") on or before January 15 of the calendar year following the applicable Type II Audit Reporting Period, which Bridge Letter shall, at a minimum, contain a representation by Supplier that the controls identified in the Type II Audit Report for the applicable Type II Audit Reporting Period are still operating effectively and that no such controls have, in any way, changed or been altered from the period between the last day of the applicable Type II Audit Reporting Period and December 31 of that year, unless such controls have been changed or altered as a result of a deficiency correction made by Supplier.

(D) Supplier acknowledges and agrees that it will provide the Type II Audit Reports to County promptly upon completion or receipt by Supplier, but in no event longer than thirty (30) Calendar Days after completion or receipt by Supplier. If Supplier fails to deliver such Type II Audit Reports within thirty (30) Calendar Days after completion or receipt, Supplier shall provide County with a five thousand dollar ($5,000) credit every week beginning upon the thirty-seventh (37th) Calendar

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

29.5. Information Security Reviews

During the Term, County may perform information security reviews on any County Systems, Assets, or facilities used by Supplier to provide the Services hereunder ("**Reviews**"). The Reviews may include physical inspection, external scan, internal scan, code review, process reviews, and reviews of system configurations. The Reviews may be conducted, at County's discretion and at County's expense, by County, another Affiliate, or their designees, including third party consultants or other providers retained by County. The Reviews may include unannounced penetration, vulnerability assessments, and security tests, as it relates to the receipt, maintenance, use, or retention of County's Confidential Information or County Data in which case County shall provide contemporaneous notice to Supplier. Supplier hereby grants permission to County to perform the Reviews per the agreed upon scope and methodology; provided, however, that any such Review shall be conducted by County, another Affiliate or their designees, as applicable, in compliance with the provisions of Section 29.6 (General Procedures) as if such Review were an audit subject to such Section. To the fullest extent permitted by law, Supplier hereby waives the benefit of any state or federal law which may provide a cause of action against County and its Affiliates based upon Reviews permitted under this Section 29.5 (Information Security Reviews) and conducted pursuant to the agreed upon scope and methodology. Should any Review result in the discovery of material security risks to the County Systems, Equipment, Software, networks, or facilities used by Supplier to provide the Services, County shall promptly notify Supplier of such risks, and Supplier shall respond to County in writing within three (3) days with Supplier's plan to take reasonable measures to promptly correct, repair, or modify the applicable County System, Assets, or facility to effectively

eliminate such risks at no cost to County. Upon County's Approval, Supplier shall implement such plan as quickly as practicable. Should Supplier fail to take reasonable measures to remedy the identified risk, County may terminate this Agreement for cause effective immediately.

29.6. General Procedures

(A) Notwithstanding the intended breadth of County's audit rights, County shall not be given access to the proprietary information of other Supplier customers or to Supplier locations that are not related to County or the Services.

(B) All audits will be performed in a manner so as not to interfere materially and unnecessarily with Supplier's ability to perform the Services in accordance with the Service Level Requirements.

(C) Following any audit, County shall conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference with Supplier to obtain factual concurrence with issues identified in the review.

29.7. Supplier Response

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

29.8. Supplier Response to Government Audits

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

29.9. Internal Audits

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

29.10. Audit Costs

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

30. BANKRUPTCY AND LIQUIDATION

In the event Supplier shall: (A) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (B) commence any case, proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (C) have had any such petition or application filed or any such case or proceeding commenced against it

in which an order for relief is entered or an adjudication or appointment is made, and which is not dismissed for a period of sixty (60) Calendar Days or more; (D) take any corporate action indicating its consent to, Approval of, otherwise approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or, (E) permit any such custodianship, receivership, or trusteeship to continue un-discharged for a period of sixty (60) Calendar Days or more causing Supplier or any third party, including a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:

(A) In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Intellectual Property under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement. County shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(B) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Supplier or the bankruptcy trustee or receiver, Supplier or such bankruptcy trustee or receiver shall not interfere with the rights of County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Materials from the bankruptcy trustee or from a third party escrow agent and shall, if requested, cause a copy of such Source Materials to be available to County.

(C) Supplier acknowledges and agrees that in the event of Supplier's bankruptcy:

(i) any and all property belonging to County of any nature whatsoever, including County Intellectual Property, County Custom Intellectual Property, County Data, and County Confidential Information, in Supplier's possession or under Supplier's control shall not constitute part of Supplier's estate in bankruptcy under Section 541 of the Bankruptcy Code; and,

(ii) in addition to any other rights and remedies of County as stated herein, to the maximum extent permitted by Law, County will have the immediate right to retain and take possession for safekeeping any and all property belonging to County of any nature whatsoever, including County Intellectual Property, County Custom Intellectual Property, County Data, and County Confidential Information, in Supplier's possession or under Supplier's control until such time as the trustee or receiver in bankruptcy can provide County with adequate assurances and evidence to County that all of County's property will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material, or filing. Supplier and County agree that without this material provision, County would not have entered into this Agreement.

31. ASSIGNMENT

31.1. Assignment by Supplier

(A) Supplier shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the express prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 31.1 (Assignment by Supplier), County consent shall require a written amendment to the Agreement, which is formally Approved and executed by the Parties. Any payments by County to any Approved delegate or assignee on any claim under this Agreement shall be

deductible, at County's sole discretion, against the claims, which the Supplier may have against County. All terms, covenants, and conditions under this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.

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

31.2. Assignment by County

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

32. SUBCONTRACTORS

32.1. Approval Required

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

32.2. Request for Approval

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

32.3. Review of Request

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

32.4. Supplier Obligations Remain Unchanged

Supplier shall remain responsible to County for any and all performance required under this Agreement by Supplier or its Approved Subcontractors, including the obligation to properly supervise, coordinate,

and perform all work required under the Services, and no Subcontract shall bind or purport to bind County or excuse Supplier of performance. Supplier shall be solely liable and responsible for any and all payments and other compensation to, and the performance of, all Subcontractors and their officers, employees, agents, and independent contractors, and shall cause such payments and other compensation to be submitted to all Subcontractors on-time. All agreements between Supplier and any Subcontractors shall include provisions at least as favorable to County as those contained in this Agreement. Additionally, prior to performing any Services, each Subcontractor shall execute a confidentiality agreement in accordance with Section 28 (Confidentiality). Within thirty (30) Calendar Days after such agreement is executed, at County's request, Supplier shall provide County with a true and complete written copy (excluding relevant pricing information, Supplier Confidential Information, and any other confidential and proprietary information) of any agreement between Supplier and its Subcontractors that relates to performance under this Agreement.

32.4.1. Indemnity for Subcontractors

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

(B) Supplier shall pay all amounts that a court awards or that County agrees to in settlement as to any such claims, as well as any and all reasonable attorneys' fees and costs of investigation arising from such claims incurred by County or any other party indemnified under this Section 32.4.1 (Indemnity for Subcontractors) associated with such claim and incurred prior to Supplier's assumption of the defense against such claim.

32.5. Approval of Subcontractor Personnel; Termination

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

Further, if County consents to any Subcontracting, such consent shall be subject to County's right to revoke such consent, in whole or in part, or require the removal of a Subcontractor, at any time upon written notice to Supplier upon the occurrence of a material breach of this Agreement or the relevant Subcontract, provided such breach is not cured within thirty (30) Calendar Days after such notice.

Notwithstanding anything to the contrary contained in this Agreement, County shall not be liable or responsible in any way to Supplier, to any Subcontractor, or to any officers, employees, or agents of Supplier or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting, and other expert, consulting, and professional fees, in any way arising from or related to County's exercise of such rights.

32.6. Suspension/Debarment

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

32.7. Designated Subcontractors

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

(A) County shall give Supplier a reasonable opportunity to evaluate the qualifications, experience, and capabilities of any Designated Subcontractor and to approve or disapprove the use of such Designated Subcontractor. Supplier shall not unreasonably delay or withhold its approval of any Designated Subcontractor proposed by County. Except as provided in Section 32.7(B) (Designated Subcontractors) below, the only permissible basis for Supplier disapproval shall be Supplier's good faith belief that (i) use of the proposed Designated Subcontractor is likely to have a material adverse impact on Supplier's ability to meet its Service Level Requirements or other obligations under this Agreement, (ii) the Designated Subcontractor is unqualified, insufficiently experienced, economically unstable, or incapable of performing in a timely manner a material portion of the Services proposed to be performed by it, or (iii) terms and conditions reasonably acceptable to Supplier cannot be negotiated with the Designated Subcontractor. Unless otherwise agreed, a Designated Subcontractor proposed by County shall be deemed approved if not disapproved in writing by Supplier within five (5) Business Days after Supplier's receipt of County's notice of designation; provided that, Supplier shall use best efforts to respond more quickly if requested to do so by County due to exigent circumstances, and provided further that Supplier shall be permitted up to five (5) additional Business Days if it is not able to respond using all best efforts within the initial five (5) Business Day period or if Supplier is proposing alternative Service Level Requirements or contract provisions as part of its disapproval.

(B) Supplier shall not be required to use a Designated Subcontractor if doing so would cause Supplier to breach its contractual obligations under an existing Subcontract that is not terminable without financial penalty on reasonable notice. In addition, if the proposed charges of the Designated Subcontractor for the Services in question are, in the aggregate, greater than the charges Supplier is then paying to an existing Subcontractor for such Services, County shall reimburse Supplier for the difference between the amount actually paid to the Designated Subcontractor and the amount it would have paid to the displaced Subcontractor for the performance of the same Service; provided that, Supplier shall notify County of the difference in charges and obtain County's Approval prior to engaging the Designated Subcontractor. If the proposed charges of the Designated Subcontractor are, in the aggregate, less than the charges Supplier is then paying to an existing Subcontractor for such Services, Supplier shall reduce its Charges to County by one-half (1/2) of the difference between the amount actually paid to the Designated Subcontractor and the amount it would have paid to the displaced Subcontractor for the performance of the same Service.

(C) If Supplier disapproves any proposed Designated Subcontractor, it shall deliver to County written notice of its disapproval identifying with specificity: (i) the basis for such disapproval; (ii) the performance or contractual obligations with which Supplier will not be able to comply if such Designated Subcontractor is used; (iii) the affected Services and/or Locations; (iv) the identifiable risks related to using such Designated Subcontractor; and, (v) the alternative performance or contractual obligations, if any, with which Supplier is willing to comply if it is required to use such Designated Subcontractor.

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

33. DEMONSTRATIONS AND PROMOTIONS

33.1. Promotions Referring to County

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

33.2. Demonstration and Promotions Not Warranties

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

33.3. Prohibited Persons and Entities

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

Services. Any such personnel so removed shall be replaced by Supplier with a qualified Person whose names do not appear on any such lists as soon as possible after any such removal.

34. INTERNAL DISPUTE RESOLUTION

34.1. Intent

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

34.2. Dispute Resolution Mandatory

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

34.3. No Termination or Suspension of Services

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

34.4. Applicability to Disputes with Third Party Vendors

At no extra cost to County, Supplier agrees that on County's written request, it will participate in dispute resolution in accordance with this Section 34 (Internal Dispute Resolution) and Exhibit G (Governance Model) with County and County Third Party Vendors to resolve any disputes between or among County, Supplier, and such County Third Party Vendors as to responsibility by any particular Third Party Vendor for issues arising from warranty and other information system performance obligations to the extent related to the Services.

34.5. De Minimis Disputes

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

34.6. BAU vs NRI Disputes

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

35. INJUNCTIVE RELIEF

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

36. STEP-IN

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

37. INTERIM REMEDIES

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

38. CHOICE OF LAW, VENUE, AND JURISDICTION

38.1. Choice of Law

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

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

38.2. Venue and Jurisdiction

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

39. NOTICES

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

To County:

Chief Information Officer
Orange County Information Technology
721 S. Parker Street, Suite 200
Orange, CA 92686
Attention: KC Roestenberg
Telephone: (714) 567-5075
Email: KC.Roestenberg@ocit.oc.gov

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

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

To Supplier:

Science Applications International Corporation
Attention: Kellam White, Manager, Contracts and Subcontracts
12010 Sunset Hills Road
Reston, VA 20190
Telephone: (757) 619-3165
Email: kellam.white@saic.com

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

40. MISCELLANEOUS

40.1. Independent Contractor

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

40.2. Non-Solicitation of Personnel

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

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

40.3. Liens

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

40.4. Force Majeure Events

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

40.5. Political Activities Prohibited

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

40.6. Lobbying

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

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

40.7. Governmental Immunity

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

40.8. Civil Rights and Equal Employment

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

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

40.9. Incorporation of Certain Policies

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

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

40.10. Electronic Transfer of Intellectual Property

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

40.11. Delegated Authority

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

40.12. No Third Party Beneficiaries

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

40.13. Conflict Between Agreement and Exhibits

(A) Exhibits A.1 (Integrated Requirements FSA) through Y (Approved Subcontractors) are referred to individually and collectively as the "**Exhibits**," and are attached to, incorporated herein by reference, and form a part of this Agreement. Each of the Schedules attached to the Exhibits are also incorporated herein by reference, and form a part of this Agreement.

(B) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement, the Exhibits and Schedules, between Exhibits, or between Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits and Schedules according to the following priority:

(i) Exhibit X (Definitions);

(ii) Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA), A.3 (Voice Communication FSA), and A.4 (Security Operations Center FSA), and any other Functional Service Area;

(iii) Exhibits P (Pricing), P.1 (Payments Tables), P.2 (Pricing Limits), P.3 (Resource Unit Pricing), P.4 (Supplier Rate Card), P.5 (Use Reconciliation), P.6 (Year to Year Price and Performance Improvements), P.7 (Sheriff Voice Refresh Pricing), P.8 (Detailed Transition-In Pricing), and any other pricing Exhibit;

(iv) Exhibits H (Service Level Requirements) and H.1 (Service Level Requirements Table)

(v) Exhibits T (Transition-In) and T.1 (Transition Requirements);

(vi) Work Orders; and

(vii) Exhibit Z (County Approval Requirements).

40.14. Agreement Drafted By All Parties

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

40.15. Terminology

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

40.16. Section Headings

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

40.17. Appointment of Agent for Service of Process

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

40.18. Waiver

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

40.19. Severability

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

40.20. Entire Agreement

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

40.21. Amendment of Agreement

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

40.22. County Wage Rate Requirement

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

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

40.23. County Public Works Requirements

40.23.1. Contracting Requirements

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

40.24. Limitation of Future Contracts

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

40.25. Attorneys' Fees

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

40.26. Covenant Against Pledging

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

40.27. Cooperation and Correction

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

40.28. Counterparts

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

40.29. Survival

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

[Signature Page Follows]

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

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION*

Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

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

COUNTY OF ORANGE

Date	County Chief Information Officer

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

Deputy County Counsel

Date

EXHIBIT D (FUNCTIONAL SERVICE AREA MATRIX) – REVISION 4

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	Data Center						
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
OCSD	OC Sheriff's Department	[redacted]					
OCSD	OC Sheriff's Department Communications						
OCSD	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 as Business as Usual to support JWA's new Local Area Network components within JWA's airport infrastructure that were implemented by Supplier pursuant to Work Order #NCY2-001, as amended ("NCY2-001") and Work Orders #NCY3-020, NCY3-021, and NCY3-022, as amended.

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. On July 1, 2023, Supplier shall

commence providing the above Services applicable to the new Local Area Network components implemented pursuant to Work Orders #NCY3-020, NCY3-021, and NCY3-022.

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

1. 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.
2. 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 H.1 (SERVICE LEVEL REQUIREMENTS TABLE) – REVISION 7

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT H.1

SERVICE LEVEL REQUIREMENTS TABLE

This Exhibit H.1 (Service Level Requirements Table) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange ("County") and Science Applications International Corporation (SAIC) ("Supplier"), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. Capitalized terms used in this Exhibit H.1 (Service Level Requirements Table) shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein.

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
IT Service Management & Life Cycle Services (Transaction Based)												
SLR 1	Optional Work Proposal Response (e.g., timelines, deliverables, pricing, assumptions and constraints, comprehensive and complete written documentation, and required Supplier authorized approvals).	Time to deliver Optional Work Proposal Response ("**OWPR**").	Ten (10) Business Days, unless County Approves another date for delivery of the OWPR upon contact by Supplier of the County requestor to acknowledge receipt of the request. SLR pertains to NRI Work Orders only.	100%	Monthly	Monthly	100 x (Total number of OWPR delivered by Supplier on or before the OWPR Deadline during the Month/total number of Optional Work proposals due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [redacted] or via County-provided emails which document the delivery date and time.	None	1%	2%	1%
SLR 2	Work Order Acknowledgement and Time Estimate	Time to contact County Requester of any Optional Work proposal.	Three (3) Business Days to acknowledge receipt of the request and provide an initial time estimate for Supplier's completion of the OWPR. Any agreement by the County requester on a date for delivery of the OWPR will be reported in the County-provided Service Management System (currently [redacted] or via County-provided email(s)	100%	Monthly	Monthly	100 x (Total number of Work Order Acknowledgements/Time Estimates delivered by Supplier on or before the deadline during the Month/total number of Work Order Acknowledgements/Time Estimates due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [redacted] or via County-provided emails which document the acknowledgement.	None	1%	1%	1%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			which document the acknowledgement. SLR pertains to NRI Work Orders only									
SLR 3	Services Implementation	Time to Implement Services	Complete implementation of the Services by the County-Approved deadline provided to Supplier in writing in Service Request within [redacted] If the County causes a delay in implementation, the County-Approved deadline will be extended by the number of Business Days between the Business Day upon which the County-caused delay began and the Business Day upon which the County-caused delay ended. SLR pertains to NRI Work Orders and no cost BAU Work Orders.	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of implementations completed by the County-Approved deadline within the month/Total number of implementations due to be completed by the County-Approved deadline during that same month)	County-provided Service Management System (currently [redacted] or via County-provided emails which document the project completion.	None	1%	2%	1%
SLR 4	Service Request Disposition	Time to assign Service Request	Disposition of Service Request within 1 Business Day of receipt by Supplier of the Service Request, unless otherwise Approved by County (the "**SR Disposition**"). For purposes of this SLR, "disposition"	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures	Monthly	Monthly	100 x (Total number of Service Requests disposed by the SR Disposition within the month/Total number of Service Requests due to be disposed by the SR Disposition during that same month)	County-provided Service Management System (currently [redacted]	None	1%	3%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			means assignment to the appropriate resolver queue, e.g. Work Order, IMAC, Network Change, firewall change, etc.	cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.								
SLR 5	Category P1 and P2 events resulting from Supplier error Basis for evaluation will be the outcome associated with the RCA.	Performance Measured Monthly in Aggregate	24x7x365	1% of all P1 and P2 incidents Transaction Range Amount of Failures that Cause SLR Miss For 0-25: 2 or more Failures causes an SLR miss For 26-50: 3 or more Failures causes an SLR miss For 51-75: 4 or more Failures causes an SLR miss For 76-100: 5 or more Failures causes an SLR miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monitor Continuously, Measure Monthly	Monthly	X / Y Where: X = the total number of P1 and P2 incidents resulting from Supplier error in the Reporting Period, and Y = the total number of P1 and P2 incidents in the Reporting Period. All P1 and P2 incidents each month will be classified pursuant to County's review of Supplier's P1 and P2 Root Cause Analyses. The total number of events found to be caused by Supplier error will used to determine pass or fail of this SLR.	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	7%	6%	7%
System Software Refresh and Updates (Transaction Based) Supplier will perform System Software Version or major release modification and unlimited service pack/minor Release modifications and Patch modifications per installed System as available from manufacture and Approved by the County for application compatibility.												
SLR 6	Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Identify, and notify County and perform within [redacted] as directed and Approved by the County or per County Approved project schedule. Subject to	100%	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County provided tools (e.g., [redacted] and [redacted] or OEM portals	Ramp-Up Period ends as of July 31, 2020. All new critical releases identified after the Cisco Assessment performed in July 2019 and during the Ramp-Up Period will be subject to the SLR	5%	6%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Change Management procedures.						Performance Target criteria.			
SLR 7	Deploy Non-Emergency Maintenance Release (e.g., XYZ Version 8.1.5 to XYZ Version 8.1.6)	Time to deploy	Identify, and inform County of non-emergency Maintenance Releases by OEM on a monthly basis, notify County and perform within [redacted] or [redacted], whichever is sooner, following [redacted] past availability of Release for deployment or per County Approved project schedule. Subject to Change Management procedures.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County provided tools (e.g., [redacted] and [redacted] or OEM portals	Ramp-Up Period ends as of July 31, 2020.* *As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	3%	4%	3%
SLR 8	Deploy Enhancement Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to deploy	Identify and notify County of enhancement Releases by OEM on a monthly basis. Perform upon County Approval, however, not [redacted] after the Release of the new enhancement Release, within [redacted] or per County	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County provided tools (e.g., [redacted] and [redacted] or OEM portals	Ramp-Up Period ends as of July 31, 2020.	3%	4%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Approved project Schedule.									
SLR 9	Deployment of Major Release Updates (e.g., XYZ Version 8 to XYZ Version 9)	Time to notify and subsequently deploy	Identify, and inform County of major Release Updates by OEM on a monthly basis and notify County within [redacted] of the availability of the Major Release Update and, in the case the County notifies Supplier of request to deploy such Update, Supplier to perform within [redacted] after receipt of notice by County of request to deploy or per County Approved project schedule, beginning no sooner than [redacted] after availability date of the major Release.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County provided tools (e.g., [redacted] and [redacted] or OEM portals	Ramp-Up Period ends as of July 31, 2020.* * As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	5%	6%	5%
Incident Resolution (Transaction Based)												
SLR 10	Time to Notify County of a Priority 1 or 2 Incident and impact to the affected agencies. This will be the existing basic notification to the OCIT distribution list that includes the CI (Equipment impacted) and Agency information	Time to Respond	<15 minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will	Monthly	Monthly	100 x (Total number of all successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	1%	1%	1%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				follow the normal percentage calculation.								
SLR 11	Red, Yellow & Green Notification ("**R-Y-G Notifications**") Time to Notify County of a Priority 1 or 2 Targeted, Agency Specific Incident with Accurate Business Impact and Information on What Is Being Done to Address with RYG Status Provided to OCIT and the Affected Agency or Agencies.	Time to Respond with Required, Accurate Information	Every sixty (60) minutes (during business & extended hours) for recurring notifications, until point of resolution subject to the major Incident handling procedure ("**R-Y-G notification process**").	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	10%	10%	10%
SLR 12	Time to Notify County of a Priority 3 or 4 Incident. This is the County-provided Service Management System (currently [redacted] with automated notification upon ticket creation.	Time to Respond	Less than thirty (30) minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	3%	4%	4%
SLR 13	Incident Resolution - Priority Level 1	Time to Resolve	Less than (3) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the	15%	15%	15%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				follow the normal percentage calculation.					earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 14	Incident Resolution - Priority Level 2	Time to Resolve	Less than (7) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	15%	13%	15%
SLR 15	Incident Resolution - Priority Level 3	Time to Resolve	Less than (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	8%	5%	8%
SLR 16	Incident Resolution - Priority Level 4	Time to Resolve	Less than three (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents	County-provided Service Management System	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network	3%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.			due to be Resolved within the same month)	(currently [redacted]	Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 17	Draft Root Cause Analysis ITIL FORM	Time to provide draft Root Cause Analysis report	By no later than the next Business Day following Incident Resolution for Priority Level 1 or 2	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful Draft RCA Reports provided within the performance target during a month/total number of draft RCA reports due to be provided within the same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	6%	5%	5%
SLR 18	Final Root Cause Analysis	Time to provide final Root Cause Analysis report that includes, at a minimum: 1) Complete assessment of impacted Services; 2) Explanation of root cause and CI impacted; and 3) Detailed plan to prevent future occurrences.	Within five (5) Business Days of Incident Resolution for Priority Level 1 or 2 or within the time frame Approved by the County. The Service Ticket will be placed in pending Status at the time the RCA is submitted to the County for review, and taken out of pending Status once the	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful final RCA reports provided within the performance target during a month/total number of final RCA reports due to be provided within the same month)	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication	9%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			County's review is finished.						Services Readiness, or (2) September 1, 2019.			
SLR 18.1	Success of Final Root Cause Analysis Recommended Actions	Impact of uncompleted agreed to corrective action	Reoccurrence of a Problem, shown by a subsequent RCA report to have been solely caused by Supplier's failure to implement a Supplier's corrective action(s) by the mutually agreed to date identified in the final RCA report for the initial Problem.	100%	Monthly	Monthly	One hundred percent of final RCA report corrective actions that are not implemented by Supplier by the date mutually agreed to by the Parties shall not be the sole cause of a reoccurrence of a Problem documented by an RCA		N/A	5%	5%	5%
Backup and Restoration (Transaction Based) **Supplier shall implement and maintain backup and restoration capabilities for specified Functional Service Area data, applications, and component configurations as defined in the column labeled "Infrastructure Device or Component" in Exhibit H (Service Level Requirements). Supplier shall perform backups and retain configuration files according to the column labeled "Backup and Retention of Configuration Files" in Exhibit H (Service Level Requirements).** **Supplier shall perform error and omission-free backups according to the column labeled "Retention of Log Files and Application data" in Exhibit H (Service Level Requirements).** **Upon Service Request submission, Supplier shall execute recovery procedures to restore the device type configuration files, log files, or application data.** **Supplier shall continually monitor backup jobs and immediately identify, and fix any failures to ensure successful reruns to meet frequency Requirements.**											
SLR 19	Backup of Management Tools Configuration and Database, and Backup of Device Configurations.	Successful backup and storage	Daily/Incremental Backup completion within 24 hours. Weekly/Monthly Full Backup completion within 48 hours or prior to next business day start of Daily/Incremental Backups	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Native Backup System Reporting Tools	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	3%	2%
SLR 20	Production Data Restore Requests. (Transactional)	Completion time for data thirty (30) Calendar Days old or less	Commence restoration ≤ 8 Business Hours from County request. Device configuration data available ≤	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss	Monthly	Monthly	100 x (Total number of successful restorations completed during a month/total number of all restorations due to be completed during the same month)	County Approved tool that provides logging data.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			30 minutes when requested for Incident response and Resolution.	26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.					Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
Asset Tracking and Management (Transaction Based) **Within five (5) Business Days after the first Business Day of each semi-annual period, Supplier shall select a statistically valid sample (recommend 10% of total Assets), based on the Approved Asset Management report, and in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Supplier compliance with the following SLR pertaining to the accuracy of individual data elements in the Asset tracking database. Accuracy of data shall adhere to the following SLR.**												
SLR 21	Accuracy of Data Elements in Asset Tracking Database with the following fields: [redacted] Accuracy of Circuit	Accuracy and Completeness of Data	Sample size of one hundred percent (100%) of the entire Asset Tracking Database based on the applicable data fields in which the County will select a random sampling one percent (1%) of the defined data elements for verification. Parties agree to develop a process for randomly selecting the one percent (1%) to be included in the Policies, Standards and Procedure Manual. County will notify Supplier within seventy-two (72) hours after receipt of the Asset Tracking Database submission as to	98%	Semi-annual	Semi-annual This SLR is applicable for the months of February and August	100 x (Total number of audited data elements that are accurate/Total number of audited data elements).	Single CMDB that reports on all reportable items. (Asset information will be consolidated into the County [redacted] Asset Management System)	Ramp-Up Period ends June 30, 2019.	N/A	N/A	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
	Component Information in Asset Tracking Database with the following fields: [redacted] * Supplier will load data the County provides for this attribute as provided by County, where applicable. The presence/absence of this data will NOT be factored into the SLR calculation.		which sites the County will audit.									
Service Management and Life Cycle Management Tools **System availability of tools proposed in the delivery of Services and the Web Portal for real time display of system output. SLR is applicable to tools that provide real time and periodic reporting, data, and information on the Supplier-Managed environment.**												
SLR 22	Service Management and Life Cycle Management Tools, including, but not limited to: • [redacted] • [redacted] • [redacted] • [redacted] • [redacted] • [redacted]	System Availability	Per number of Days in monthly Measuring Intervals and Reporting Periods defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements).	99.90%	Monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of IT Service Management and Life Cycle Management Tools - total Outages of IT Service Management and Life Cycle Management Tools that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of the total Availability of hours for tools listed column 1 of this SLR for that month	County-provided Service Management System (currently [redacted] Priority Incident Tracker and Final RCA.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	7%	7%	7%
SLR 23	Collection of Syslog from Managed Devices	Completeness of data collection	Sample size of one hundred percent (100%) of the managed devices in which the County will select a random sampling one	99.00%	Monthly	Monthly	100 x (Total number of audited Managed devices that are accurate/Total number of audited Managed devices)	Single repository that collects Syslog data from all reportable Managed devices	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.*	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			percent (1%) of the defined devices for verification. County will look up Syslog data for the selected sample of devices, and if no data exists for that device, it is considered a failure.						* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
End User Scheduled Survey **Supplier shall establish a mutually agreed upon Authorized User satisfaction survey, that may be facilitated by a third party and designed with County and Supplier input.** **Supplier shall supply County semiannual reports of County Authorized User satisfaction, integrating the results of ongoing Authorized User satisfaction surveys for each IT Service Area. Upon delivery of each such report, the Parties shall meet to jointly identify any areas of Authorized User dissatisfaction. The Supplier shall prepare a project plan with County's input and Approval to Resolve Authorized User dissatisfaction**												
SLR 24	End User Scheduled Survey (conducted semi-annually)	End User satisfaction	End Users surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July.	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	10%
SLR 24.1	End User Scheduled Survey (conducted semi-annually) (CSAT Response) - initial response due by OCIT/Supplier Working Session -fourth Thursday of March and September	End User Satisfaction	Per schedule	85%	Semi-annual	Semi-annual	InitMeets% = IMetDeadline / TRespReq InitFail% = INotMetDeadline / TRespReq	County Survey Template	NA	10%	0%	0%
SLR 24.2	End User Scheduled Survey (conducted semi-annually) (CSAT Response) - Final response due by April 21st and October 21st	End User Satisfaction	Per schedule	100%	Semi-annual	Semi-annual	FinalMeets% = FMetDeadline / TRespReq	County Survey Template	NA	0%	10%	0%
SLR 25	County Program Management	Program Management Satisfaction	Those surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and	100 x (Surveys received - surveys not meeting Performance Target)/Surveys received.	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
						July. During the months in which this SLR applies, Supplier is solely responsible for reporting the results of this survey as a part of its monthly reporting for such month.						
IMACs												
SLR 26	IMAC (1-5 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to two (2) Business Days of request or per mutually agreed-upon schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-20 >1 = 2 Failures cause a miss 21-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	2%
SLR 27	IMAC (6-10 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to three (3) Business Days of request or per mutually agreed-upon schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.					earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 28	IMAC (11-20 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to five (5) Business Days of request or per mutually agreed-upon schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
SLR 29	IMAC (21+ devices per request) This SLR applies to all County Locations	Elapsed time	Per mutually agreed-upon schedule	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				percentage calculation.								
Network Management												
Network Availability (Non Transaction) **See Exhibit H (Service Level Requirements)**												
SLR 30	WAN and Voice Availability at all [redacted] County Locations	Availability Measured monthly in the Aggregate	WAN and Voice available at all times during the Total Availability hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier I County Location TA = ∑ of Total Availability Hours at every Tier I County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	11%	11%	11%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.					
SLR 31	LAN Availability at all [redacted] County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier I County Location TA = ∑ of Total Availability Hours at every Tier I County Location	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	9%	9%	9%
SLR 32	WAN and Voice Availability at all [redacted] County Locations	Availability measured monthly in aggregate	WAN and Voice available at all times during the Total Availability Hours at all Tier II County Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier II County	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Location TA = ∑ of Total Availability Hours at every Tier II County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.					
SLR 33	LAN Availability at all [redacted] County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Class 2 Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier II County Location TA = ∑ of Total Availability Hours at	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	9%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							every Tier II County Location					
SLR 34	WAN and Voice Availability at all [redacted] County Locations	Availability measured monthly in aggregate	WAN and Voice Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements)) at every Tier III County Location TA = ∑ of Total Availability Hours at every Tier III County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.					
SLR 35	LAN Availability at all [redacted] County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier III County Location TH = Total Hours for the month	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	10%	5%	5%
SLR 36	Remote Access Availability at Locations of all Classes County provided Equipment & Software, limited to Services only	Availability measured monthly in aggregate	Remote Access Availability at all times during the Total Availability Hours at all County Locations of every class for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TH - O)/TH) Where: O = ∑ of (total Outages of Remote Access Availability - total Outages of Remote Access Availability that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TH = Total Hours for the month	County-provided Service Management System (currently [redacted] Priority Incident, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	5%	3%	3%
SLR 37	Internet Access Availability at all Locations (i.e., this SLR represents the aggregate Availability of all infrastructure components required to provide Internet Services: Internet Circuits, Internet Routers, DNS, content filtering, and firewall).	Availability measured monthly in aggregate	Internet Availability at all times during the Total Availability Hours at all County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Internet Service - total Outages of Internet Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at all County Locations TA = ∑ of Total	County-provided Service Management System (currently [redacted] Priority Incident Tracker, Final RCA, and [redacted] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	10%	8%	8%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Availability Hours at all County Locations					
Converged Network Management												
Network Performance (Non-Transaction Based) **Network performance includes the ability of the network components to deliver IT traffic timely and accurately.** **Measured packet size is 128 bytes.** **Network Performance SLRs shall be measured and calculated and reported based on measurements taken during Business Hours**												
SLR 38	Network Transit Delay Monitoring and Proactive Management	Elapsed Time – round trip transit delay from ingress and egress ports on premise devices	≤50 ms	99%	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	95th percentile of (T2-T1) for Business hours defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements). Where: T1 = The time at which a packet leaves the egress premise for a site T2 = The time at which a packet arrives at the ingress premise for the same site Latency shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations.	[redacted] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%
SLR 39	Packet Delivery Ratio across all WAN Links Monitoring and Proactive Management	Successful packet transmission	99.95%	99.90% (data loss ≤ 0.10%)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	PDR = 1 - ((PS - PD)/PS) Where: PS = Total packets sent PD = Total packets delivered Packet Delivery Ratio shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations	[redacted] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							and ΔT = Ti+1 - Ti (Δ is the time interval between packets at ingress) ΔT = Ti+1' - Ti' (Δ is the time interval between packets at egress)					
SLR 40	Jitter across all WAN Links Monitoring and Proactive Management	Variation in timing, or time of arrival, of received packets	≤1.0 ms	99% (i.e., ≤1.0 ms)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for the Business Hours	Jitter = ΔTi - ΔTi' Where: Jitter is for two (2) consecutive packets i and i+1 and, Ti = time 1st byte of packet is received by the source port (ingress time) Ti+1 = time 1st byte of packet i+1 is received by the source port (ingress time) Ti' = time 1st byte of packet is received by the destination port (egress time) Ti+1' = time 1st byte of packet i+1 is received by the destination port (egress time) Jitter shall be measured at five (5) minute intervals per Business Day defined at Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements)at every County Location, and the failure to hit the Performance Target at any aggregate of all County Locations constitutes a failure to meet this SLR.	AppNeta or [redacted] - By Site Applies only after County procures Jitter Module and the module is installed, configured and validated (plus ramp-up)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
Network Administration (Transaction Based)												

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 41	Network Capacity Monitoring 75% Utilization Alert	Network Capacity Monitoring seventy-five percent (75%) Utilization Alert	Report to County within two (2) hours whenever sustained ninety-fifth (95th) percentile avg. utilization reaches seventy-five percent (75%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components)	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.	[redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	5%	5%	5%
SLR 42	Network Capacity Monitoring 90% Utilization Alert	Proactive continuous monitoring of each Circuit and supporting Network Components and proactive notification to advise the County of need to increase capacity per County Requirements	Report to County within two (2) hours whenever sustained ninety-fifth (95th) percentile avg. utilization reaches ninety percent (90%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components).	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.	[redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 43	Implementation of Non-emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	Less than or equal to [redacted] from the time the Service Request was submitted or per Approved County schedule/requirements. Note: Most changes do not have to be completed in a Maintenance Window. They can be implemented during the workday. Changes that will impact production or have downtime need to be identified as such with clear impact statements in order for the OCIT team to make an informed decision.	95% Transaction Range Amount of Failures that cause SLR Miss 0-20 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of non-emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.	County-provided Service Management System (currently [redacted] - Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	7%	7%	7%
SLR 44	Implementation of Emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	[redacted] hours after County Approval or per Approved County schedule/requirements.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [redacted] - Change Management	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	8%	8%	8%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				follow the normal percentage calculation.								
Content Filtering of Email (Non-Transaction Based)												
SLR 45	Timely update of SPAM and other Malware Signatures County-provided Equipment & Software, limited to Services only	Applying of signatures and definitions in the last thirty (30) Calendar Days	Apply signatures within no less than [redacted] of release from manufacture	99%	Monitor continuously, measure monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of signatures or definitions released by the manufacture FE = Total number of TEs that the Supplier failed to successfully apply within the Performance Target	[redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	7%	7%	7%
Security Intrusion Detection (Transaction Based) **See Escalation Procedures listed in Exhibit W (County Policies, Procedures, and Guidelines)**												
SLR 46	IPS – Monitor for current attack signatures, retained for ninety (90) Calendar Days then archive for two (2) years	Provide report confirming that Supplier successfully monitored attack signatures on a 24x7x365 basis and archived logs for ninety (90) Calendar Days, then Archived for two (2) years	Provide report no later than the fifteenth (15th) of each Month.	100%	Monitor continuously, measure monthly	Monthly	Number of attack signatures monitored within performance target. 100 x (Total number of audited logs that are archived / Total number of attach signatures monitored for two (2) years)	IPS	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%
SLR 47	IPS – Review all positive Priority Level 1 and Priority Level 2 alerts and notify the County via the escalation procedures.	Elapsed time	The Local SOC will notify CISO through the Security Operations Manager on all positive reports when discovered.	99.9% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-1000 >4 = 5 Failures cause a miss Monthly measurement with 1001 or more Transactions will	Monitor continuously, measure monthly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	IPS	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				follow the normal percentage calculation.								
Voice Communications												
Voice Communications Service Availability (Non-transactional)												
SLR 48	Voice Messaging Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Voice Messaging Services - total Outages of Supplier Provided Voice Messaging Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Site TA = ∑ of Total Availability Hours per Voice Conferencing Services	[redacted] County-provided Service Management System (currently [redacted] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	6%	6%	6%
SLR 49	Voice Conferencing Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Voice Conferencing Services - total Outages of Supplier Provided Voice Conferencing Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of Total Availability Hours at every Site	[redacted] County-provided Service Management System (currently [redacted] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	3%	3%	3%
SLR 50	Call Center Services (e.g., [redacted])	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Call Center Service - total Outages of Supplier Provided Call	[redacted] County-provided Service Management System	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Center Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of Total Availability Hours for Supplier Provided Call Center Service	(currently [redacted] Priority Incident Tracker, and RCA				
Service Responsiveness (Transaction Based) **The ability of the Supplier to respond to, process, and fulfill County-requested changes and reconfiguration of various services**												
SLR 51	User Account Changes (including only those fields explicitly within the User Account as of the date that the SLR is calculated, including, for example, Telephone Number, Device Type, Name Change, Location Change, Password Change, Calling Restriction Level Change, etc.)	Elapsed time	≤ 4 Business Hours of request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of User Account Changes FE = Total number of User Account Changes that the Supplier failed to successfully complete within the Performance Target. • Requests need to be submitted as a Priority Level 2 Incident Resolution to be included in the SLR calculation. • County ticketing system ([redacted]) must provide the "User Account Change" information transmitted to Supplier over the [redacted] bridge as the request is created in the Service Catalog form. • This "User Account Change" information is only available through the Service Catalog forms of the County ticketing system ([redacted]	County-provided Service Management System (currently [redacted]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	5%	5%	5%
SLR 52	Generation and Delivery of Accurate Telephone Device Report	Time to Deliver	Provide report to County no later than the fifteenth	99%	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of	County Voice Core Manager ([redacted])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			(15th) of each Month.				Reports due to be delivered during the month FE = Total number of Reports that the Supplier failed to successfully deliver within the Performance Target		Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.			
SLR 53	Verify the proper ERL information is assigned after any IMAC activity	Elapsed time from Authorized User notification of location change	Same Calendar Day as the IMAC event occurs.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of Authorized User physical location change notices provided to Supplier during the month FE = Total number of failed ERL Information changes to successfully executed within the Performance Target	Sources are: [redacted] and [redacted] ([redacted]) which are used to verify ERL data after moves or changes.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness[2], or (2) September 1, 2019.	5%	5%	5%
Security Operations Center												
SLR 54	Report of Malicious Activity Detection	Accuracy as determined by RCA	Supplier will report all suspicious activity not immediately determined as a false positive to the County within one (1) hour of discovery of suspicious or malicious activity in accordance with County Cyber Incident Response Plan. County Security Operations Manager will	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			verify time of detection through the County SIEM platform.									
SLR 55	Identification of Malicious Activity	Accuracy as determined by RCA	Supplier will complete analysis of reported suspicious activity within twenty-four (24) hours of initial detection and will report these findings in accordance with the County Cyber Incident Response Plan.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%
SLR 56	Initiation and conduct of Cyber Incident Response Process	Accuracy as determined by RCA	Supplier will initiate Cyber Incident Response in accordance with the County Cyber Incident Response Plan. All cyber incidents are initiated through the central service desk and will be initiated as P1 Incidents.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was detected, reported, and initiated. County will analyze logs from SIEM, [redacted] and other systems affected by the cyber Incident	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.	3%	3%	3%
SLR 57	Weekly Status Reports	Accuracy as determined by audit	Supplier will provide County with the following reports on a weekly basis: (1) Daily Shift Change Reports, (2) Weekly Cyber Threat Summary, (3) Weekly Status of Email Traffic, (4) Summary of Prevented Malicious Activity, and (5)	100.0%	Weekly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Weekly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Summary of False Positives.									
SLR 58	Monthly Status Reports	Accuracy as determined by audit	Supplier will provide County with monthly status reports on the following: (1) a report of vulnerabilities detected by vulnerability scanning activities for each department, and (2) report of unused firewall rules for past one-hundred eighty (180) Calendar Days. Reports will be delivered in County approved formats.	100.0%	Monthly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.	2%	2%	2%
General												
Personnel Continuity												
SLR 59	Supplier Personnel Continuity (Minimum Twelve (12) Months)	Length of retention of Supplier Personnel and failure to replace Supplier Personnel that staff the SOC	Supplier must meet both of the following Performance Targets: (1) 85% of the Supplier Personnel will remain on the County account for at least twelve (12) months. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of	Performance Target 1 is 85%	Quarterly	Quarterly	Performance Target 1: ((Total number of Supplier Personnel in a quarter minus the number of Supplier Personnel who leave the County account with less than twelve (12) months of service on the County account in the same quarter), divided by the total number of Supplier Personnel in the same quarter), multiplied by 100.	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2] and County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication	N/A	7%	N/A

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account. (2) Supplier shall replace 100% of Supplier Personnel listed in Table 1 of Section 2.1 of Exhibit A.4 (Security Operations Center FSA) within ninety (90) days after such a Supplier Personnel permanently departs from supporting the County.	Performance Target 2 is 100%			Performance Target 2: One hundred percent of Supplier Personnel listed in Table 1 of Section 2.1 of Exhibit A.4 (Security Operations Center FSA) are replaced within ninety (90) days after such a Supplier Personnel permanently departs from supporting the County.		Services Readiness, or (2) September 1, 2019.			
SLR 60	Supplier Personnel Continuity (Established Supplier Personnel)	Length of retention of Established Supplier Personnel	For all Supplier Personnel who have remained on the County account for at least eighteen (18) months (as used herein, "**Established Supplier Personnel**"): (a) During each calendar	100%	Monthly	Monthly	((Total number of Supplier Personnel in a calendar month minus the number of Established Supplier Personnel who leave the County account in excess of the limits set forth under the applicable Performance Target in the same calendar month), divided by the total number of Established	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness[2] and County's Approval of Written Acknowledgement of Security Operations Center Services Readiness[2], or (2) March 17, 2019.*	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			quarter of the Initial Term (excluding the final six (6) months of the Term): No more than two (2) Established Supplier Personnel allowed to transition to another account (b) During each calendar quarter of the final six (6) months of the Term and the Termination Transition Period: No more than one (1) Established Supplier Personnel allowed to transition to another account. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention				Supplier Personnel in the same calendar month), multiplied by 100.		* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account.									
Supplier Access to County Facility and Network Within five (5) Business Days after the first Business Day of each calendar quarter, Supplier shall provide a report of all Supplier Personnel Approved by the County for delivery of Services pursuant to the Agreement in accordance with the process specified in the Policies, Procedures, and Guidelines, to measure Supplier's compliance with the following SLRs pertaining to the accuracy of the Supplier Personnel, which includes staff of Supplier's Subcontractors, accessing County Data, the County Data Center, and the County's Networks. Accuracy of data shall adhere to the following SLRs.												
SLR 61	Supplier Staff Physical Access to Orange County Data Center per County [redacted]	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the active [redacted] entries for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of [redacted] entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	5%	N/A
SLR 62	Supplier Staff Logical Access to County Network by means of Active Directory Domain User Account	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the OCIT Enterprise Active Directory System Domain accounts for Supplier Personnel as compared to the Supplier Staff Master File of Supplier	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of Microsoft Active Directory System entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	2%	N/A

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period[1]	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Personnel actively Approved for the delivery of Services.									
Key Deliverables												
SLR 63	On-Time Performance of Key Deliverables	Performance date occurs on or before contractual delivery date	Supplier's performance of all Key Deliverables, including any Deliverables required for any Key Milestone, occurs in accordance with the Acceptance Criteria or other Requirements on or before the delivery or completion date for such Deliverable, set forth in an applicable Work Order for other Key Deliverables. Charge Reductions to be provided in accordance with Section 3.1 (At-Risk Amount) of Exhibit H (Service Level Requirements).	100%	Ongoing	Monthly	Whether Supplier's performance of the Deliverable in accordance with the Requirements occurred at a date later than the date set forth in the applicable Exhibit	Monthly Report from Supplier	None	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	N/A (Charge Reductions for Transition Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))

[1] All time measures in this column are based on a calendar year

[2] Unless a specific exception is provided in the Ramp-Up Period column for this SLR, the reference to County's Approval of Written Acknowledgement of Converged Network Services Readiness, County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or County's Approval of Written Acknowledgement of Security Operations Services Readiness, as applicable, is used as a proxy for a date, and is not intended to limit the application of this Ramp-Up Period to any Services not specifically identified.

EXHIBIT K (KEY PERSONNEL) – REVISION 10

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT K

KEY PERSONNEL

No.	Key Personnel Role	Resource / Title	Contact
Supplier Key Personnel			
1.	Program Manager	Donald Perrier Program Manager	Telephone: 619-719-6807 Email: donald.perrier@saic.com
2.	Deputy Program Manager	Eric Whitten Deputy Program Manager	Telephone: 714-714-9673 Email: eric.whitten@ocitcs.oc.gov
3.	SOC Program Manager	Brandon Lam SOC Program Manager	Telephone: 714-567-5073 Email: brandon.lam@ocitcs.oc.gov
4.	SOC Senior Engineer	Guido Solares* SOC Senior Engineer *By the agreement of the Parties, Guido Solares is exempt from the requirement to work Full Time on the County account.	Telephone: 949-288-3728 Email: Guido.Solares@ocitcs.oc.gov
5.	Network	Donald Lowe Network Services/Service Delivery Manager	Telephone: 714-280-7448 Email: donald.lowe@ocitcs.oc.gov
6.	Voice	Kevin Adkins Voice Services/Service Delivery Manager	Telephone: 949-299-5639 Email: kevin.adkins@ocitcs.oc.gov
County Key Personnel			
7.	County IT Services Governance Manager	Ed Althof Assistant CIO and Chief Technology Officer	Telephone: 714-834-3069 Email: ed.althof@ocit.oc.gov

EXHIBIT P.2 (PRICING LIMITS) – REVISION 8

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)	$202,717,365
Discount (Initial Term) Total	($12,227,398)
Sheriff Voice Refresh Charges	$657,900
Fixed Transition-In Fees	$6,235,000
Reserved Dollars for Optional Work	$18,600,000
Contract Sum	**$215,982,867**

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
$18,600,000

EXHIBIT P.9 (TERMINATION TRANSITION SERVICES PRICING) - REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.9

TERMINATION TRANSITION SERVICES PRICING

1. TERMINATION ASSISTANCE SERVICES NOT-TO-EXCEED AMOUNT

Any Charges for Termination Assistance Services provided by Supplier shall be assessed on a monthly basis (or prorated in the event the first or last month of the Termination Transition Period is less than a full month) pursuant to the terms set forth in Section 26 (Termination and Expiration Assistance Services) of the Agreement and under Exhibit P (Pricing). Pursuant to Section 26.4 (Transition Services) of the Agreement, the sum of all Charges for the Termination Assistance Services, which shall include the ongoing delivery of all Services immediately prior to the expiration or termination of the Agreement or Services, in whole or in part, as applicable (including the Converged Network Services, Voice Communications Services, and Security Operations Center Services, as applicable) during the Termination Assistance Period, shall not exceed the Termination Assistance Services Not-To-Exceed Amount, and regardless of any costs or expenses incurred by Supplier in providing the Termination Assistance Services, there shall be no additional fees, costs, amounts, or liabilities Charged to County for such Services in excess of the Termination Assistance Services Not-To-Exceed Amount. There is no termination for convenience fee under this Agreement, and no such amount shall be priced or captured in the Termination Assistance Services Not-To-Exceed Amount or any other Charges under this Agreement.

Monthly Termination Assistance Services Not-To-Exceed Amount (Converged Network Services)	Monthly Termination Assistance Services Not-To-Exceed Amount (Voice Communications Services)	Monthly Termination Assistance Services Not-To-Exceed Amount (Security Operations Center Services)	Monthly Termination Assistance Services Not-To-Exceed Amount
$757,991	$472,115	$366,839	**$1,596,945**

Total (Eighteen (18) Month) Termination Assistance Services Not-To-Exceed Amount (Converged Network Services)	Total (Eighteen (18) Month) Termination Assistance Services Not-To-Exceed Amount (Voice Communications Services)	Total (Eighteen (18) Month) Termination Assistance Services Not-To-Exceed Amount (Security Operations Center Services)	Total (Eighteen (18) Month) Termination Assistance Services Not-To-Exceed Amount
$13,643,838	$8,498,070	$6,603,102	**$28,745,010**

EXHIBIT W (COUNTY POLICIES, PROCEDURES, AND GUIDELINES)

REVISION 4

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT W

COUNTY POLICIES, PROCEDURES, AND GUIDELINES

No.	Name	Document Reference
1.	Cyber Security Policy	County Cybersecurity Policy
2.	Cyber Incident Reporting	County Cyber Incident Reporting Policy
3.	Information Technology Usage	Information Technology Usage Policy
4.	Patch Management	County Patch Management Policy
5.	Security Review and Approval Process	County Security Review and Approval Process
6.	Use of Administrative Accounts	Use of Administrative Accounts by System Administrators and End User
7.	User Provisioning	User Provisioning Policy
8.	Variance Review and Approval Process	County Variance Review and Approval Process Policy
9.	Vulnerability Management	County Vulnerability Management Policy
10.	Alcohol and Drug-Free Workplace	County Code of Conduct
11.	Employee Lactation Accommodation	Employee Lactation Accommodation Policy
12.	Equal Employment Opportunity (EEO) and Anti-Harassment	EEO and Anti-Harassment Policy and Procedure
13.	Health Insurance Portability and Accountability Act (HIPAA)	HIPAA Policies Manual
14.	Legal Hold	Legal Hold Policy
15.	Levine Act Policy	Levine Act Policy
16.	Record Retention Policy	County Records Management Policy
17.	Safety and Loss Prevention Policy and Procedure	• 306 County Safety and Loss Prevention Policy and Procedure • High Risk Categories
18.	Safety Procedures	Safety and Loss Prevention
19.	Social Media Use Policy and Procedure	County Social Media Participation Guidelines
20.	Surplus Policy	County Surplus Personal Property
21.	Telecommuting	Telecommuting Policy
22.	Travel Policy	County Business Travel and Meeting Policy
23.	Ad Hoc Report Requests	I-AHR-Ad Hoc Report Requests PROD; V-OPS-Reports Requests PROC
24.	Document Management	I-CM-Portfolio Document Management Prod
25.	Service Level Management	I-SLR-Service Level Requirement Management Procedure
26.	Incident Management	I-IM-Incident Management Proc; I-IM-Major Incident Handling Prod

No.	Name	Document Reference
27.	Problem Management	I-PRB-Problem Management Proc; I-PRB-Problem Management Prod; I-PRB-Root Cause Analysis Prod
28.	Change Management	I-CHM-Change Management Proc; I-CHM-Change Management Prod
29.	Release Management	I-RM-Release Management Process
30.	Capacity Management	I-CAPM-Capacity Management Proc; I-CAPM-Capacity Management Prod
31.	Configuration Management	I-CM-Configuration Management Proc; I-CM-Configuration Management Prod
32.	Availability Management	I-AM-Availability Management Proc; I-AM-Availability Management Prod
33.	Asset Life Cycle Management	I-ASSM-Asset Management Proc; I-ASSM-Asset Management PROD
34.	On-Boarding / Off-Boarding / Building Access Procedures	I-PPS-User Enrollment Procedure; I-PPS-User Disenrollment Procedure; IS-OASA-Onboarding and Additional Site Access
35.	Semi-Annual Customer Satisfaction Survey Review Process	I-CSAT-Semi-Annual Customer Satisfaction Survey Review PROC
36.	IT Service Continuity Management	SAIC SOC Business Continuity and Disaster Recovery Plan; V-DR-Disaster Recovery Testing and Failover
37.	Project Management	P-PM-Work Order Proc
38.	Work Order / Service Request Handling Procedure	I-SROIT_Management_PROD
39.	Network: Monitoring and Alerting	N-NS-Network Monitoring and Performance Tools-PROD
40.	Network: Diagram and Documentation Standards	N-ND-Network Drawing N-CS-Cabling Standards
41.	Network: Load Balancer	N-LB-Load Balancer-PROD
42.	Network: IP & Domain Services	N-IPAM-IP Address Management-PROD; N-DHCP-Dynamic Host Configuration-PROD; N-DNS-Domain Name System-PROD
43.	Network: Configurations Standards and Management	N-NS-Network Device Standards; N-NTP-Network Time Protocol-PROD
44.	Network: Wireless Networking & Configuration	N-WLAN-Wireless LAN Management-PROD
45.	Network: Security Services Configuration	N-SSC-[redacted] Allocation-PROD; N-SSC-[redacted]-PROD; N-SSC-[redacted]-PROD; N-SSC-[redacted]-PROD
46.	Network: Firewall Rule Configuration	N-FC-Firewall Rule Request

No.	Name	Document Reference
47.	Network: Security Appliance Management (NDLP / HDLP, IDS / IPS)	N-SAM-General Security Appliance Management-PROD
48.	Network: Remote Access	N-RA-[redacted] Appliance Upgrade-PROD; N-RA-[redacted] RDP-PROD; N-RA-[redacted]-PROD; N-RA-[redacted]-PROD
49.	Network: Engineering tools access and standards	N-ETAS-Engineering Tools Access and Standards
50.	Voice: Backup – Strategy, Periodicity, Storage Retention, Storage Responsibility, and Testing	V-DR-Backup Strategy PROC
51.	Voice: Logging - Strategy, Periodicity, Storage Retention, Storage Responsibility, and Testing	V-OPS-Logging PROC
52.	Voice: Capacity Management/Contact Center Capacity Management	V-OPS-Capacity Management PROC
53.	Voice: Request Management	V-OPS-Request Fulfillment PROC; V-OPS-Request Fulfillment – IMAC PROC
54.	Voice: Escalation Procedure	V-OPS-Monitoring and Alerting-PROC
55.	Voice: Management of Contact Center Services	V-OPS-Management of Contact Services PROC
56.	Voice: Assignment of DIDs / Maintaining Dial Plans	V-OPS-Voice Assignment of DIDs PROC
57.	Voice: Management of Voicemails / Messages / Storage / Retention / Retrieval Process	V-OPS-Management of Voicemails PROC
58.	Voice: Building Turn up Process	V-MIG-Voice Migration and Building Turn Up PROC
59.	Voice: Password Reset and Delivery Process	V-VM-Password Reset PROC
60.	Voice: Patch Management	V-OPS-Patch Management PROC
61.	Voice: QA Process	V-QA-Quality Assurance PROC
62.	Voice: Start of Shift/End of Shift Procedures	V-OPS-Voice Services Operations Management PROD
63.	Security Operations Center (SOC): Information Security Management (Concept of Operations Manual (ConOps), SOC System Security Procedure)	SOC Security Plan
64.	Security Operations Center (SOC): Cyber Threat Management Communication Mechanisms	Cyber Threat Management Communication Mechanisms
65.	Security Operations Center (SOC): SOC Playbook	SAIC SOC Playbook
66.	Security Operations Center (SOC): Vulnerability Management	SAIC-County Vulnerability Management Program; SECOPS-CVAP- County Vulnerability Advisory Process
67.	Security Operations Center (SOC): Digital Forensics and Chain of Custody	Forensics Laboratory Processes and Procedures
68.	Security Operations Center (SOC): Teleworking Guidelines	Place of Performance, teleworking guidelines

No.	Name	Document Reference
69.	Generative AI	County Generative Artificial Intelligence (GenAI) Policy