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Buyer: RLB

CONTRACT NUMBER: 005815

Event # 004159

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$8,078,374.00		Effective Date: 9/1/2019	Expiration Date: 8/31/2024
Contract Description:	UCC System - P		
Contractor Information: CBTS Technology Solutions LLC a Delaware limited liability company ("Contractor") 1095 Crooks Rd Ste 100 Troy, MI 48084 Vendor No: 22468		Contract Administrator: Joe Putnick VP Communications Practice Joe.putnick@cbts.com	
Compliance Office Purchasing Information: Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Contract Administrator Oakland County Using Department: Michael Timm Director Information Technology 1200 N Telegraph Rd Bldg 49W Pontiac, MI 48341 248-858-0857 timmmr@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: Joe Putnick
Joe Putnick (Sep 24, 2019)**FOR THE COUNTY:**SIGN: Michael R. Timm
Michael R Timm (Sep 25, 2019)
Contract AdministratorSIGN: Scott N. Guzy
Scott N. Guzy (Sep 25, 2019)
Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzy, CPPO, MBA, Purchasing Admin

aec

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This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Purpose
- Section 2. Contract Definitions
- Section 3. Contract Term and Renewal
- Section 4. Contract Administration and Amendments
- Section 5. Contract Termination
- Section 6. Scope of Deliverables and Financial/Payment Obligations
- Section 7. Contractor's Warranties and Assurances
- Section 8. Indemnification; Liability
- Section 9. Contractor Provided Insurance
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. County Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

§1. CONTRACT PURPOSE

- 1.1. After a competitive bidding and selection process by County, Contractor was chosen to provide services, described more fully in this Contract, specifically, Exhibit IX "Scope of Contractor Deliverables/Financial Obligations", to County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein. A model Agreement to be used by PPBs is provided in Exhibit X. Contractor may negotiate customized terms with the PPB at its own discretion. Contractor is under no obligation to provide services described in this Contract to a PPB if the Parties are not able to agree on customized terms.
- 1.2. County shall not be a party to a contract between Contractor and a PPB. County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 1.3. PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G MarketPlace Website.
- 1.4. County shall place this Contract and any amendments to it, on its G2G MarketPlace Website. County will provide the following information on its G2G MarketPlace website:
 - 1.4.1. Identify Contractor on its G2G MarketPlace Website, this Contract and amendments, if applicable, and a summary of the services;
 - 1.4.2. State that the Contract was the result of a competitive bidding process;
 - 1.4.3. Provide Contractor's phone and email address for inquiries;
 - 1.4.4. Acknowledge that County and the PPB will receive a benefit from purchases subject to this Contract; and

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- 1.4.5. Provide a County contact to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 1.5. Contractor shall provide the following information to County and shall update the information timely whenever changes occur:
 - 1.5.1. Description of Contractor's services and products, contact information, and training opportunities for County to place on the G2G Marketplace Website.
 - 1.5.2. Every four months a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items.
 - 1.5.3. The names of two Contractor representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 1.6. In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall provide County the potential benefits described in Section 6.12

§2. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 2.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 2.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 2.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 2.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 2.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in

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concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 2.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

- 2.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 2.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 2.8.3. ☒ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 2.8.4. ☒ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 2.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 2.8.6. ☒ Exhibit VI: CBTS SD-WAN Service End User Subscription Agreement; SD-WAN Supplemental Terms and Conditions; Webex Supplemental Terms
- 2.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 2.8.8. ☒ Exhibit VIII: Acknowledgement of Independent Employment Status
- 2.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 2.8.10. ☒ Exhibit X: PPB Model Agreement
- 2.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 2.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 2.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables. To the extent provided in a Contract Document, County Data shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability Act (HIPPA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 2.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 2.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

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- 2.14. **"Deliverables"** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 2.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 2.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 2.18. **"G2G MarketPlace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.
- 2.19. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/service mark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 2.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 2.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 2.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G MarketPlace Website.
- 2.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.24. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 2.25. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§3. CONTRACT TERM AND RENEWAL

- 3.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 3.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 3.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of

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insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein. The Parties agree that any terms or conditions in the County's purchase order or other document issued by the County which are additional to or different than the terms and conditions in this Contract are not binding on Contractor, whether or not the additional or different terms would materially alter this Contract.
- 4.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 4.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 4.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 4.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then

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stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 4.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§5. CONTRACT TERMINATION

- 5.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 5.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **Termination for Convenience.** Except as expressly provided in Section 5.1.3 below, County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason (including convenience) without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 5.1.3. If County terminates any quantity of Service(s) for convenience prior to the end of the Initial Term for the Service(s), County is responsible for: (i) one hundred percent (100%) of all deferred payments (i.e., payments due for which Contractor permits County to postpone payment); (ii) a pro-rata portion of any previously waived charges or fees substantiated by CBTS; (iii) all outstanding undisputed amounts under all Contractor invoices; and (iv) a charge in an amount equal to the dollar amount indicated in the table below applicable to the month during which the County terminates.
- County will pay such amounts owed and termination charges within thirty (30) days after the termination date.

Table 5.1.2: Termination for Convenience Charge, by month of Term during which County terminates

Month	1-12	13-24	25-36	37-48	49-54	55-60
Amount	\$3,045,715	\$2,741,144	\$2,284,286	\$2,055,858	\$2,436,572	\$609,143

For instance, to further clarify the intent and interpretation and application of the preceding subsection 5.1.2 and Table 5.1.2:

- If County terminates Service in month 6 of the Term then under 5.1.2.(iv) County would owe Contractor \$3,045,715.
- If County terminates Service in month 16 of the Term then under 5.1.2.(iv) County would owe Contractor \$2,741,144.

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- If County terminates Service in month 26 of the Term then under 5.1.2.(iv) County would owe Contractor \$2,284,286.
- If County terminates Service in month 36 of the Term then under 5.1.2.(iv) County would owe Contractor \$2,284,286.
- If County terminates Service in month 46 of the Term then under 5.1.2.(iv) County would owe Contractor \$2,055,858.
- If County terminates Service in month 52 of the Term then under 5.1.2.(iv) County would owe Contractor \$2,436,572.
- If County terminates Service in month 56 of the Term then under 5.1.2.(iv) County would owe Contractor \$609,143.

NOTE – the Parties agree that in the event the County increases its consumption of the Service(s) by an amount greater than 1,000 additional users above the then-current Minimum Commitment amount¹, that the Parties will enter into a formal Contract Amendment with certain elements pre-negotiated in this Contract. Specifically, that each of the figures in this Table 5.1.2. will be increased by ten (10) percent (in addition to the appropriate changes to the “Not To Exceed Amount” and to the Pricing and new Minimum Commitment amounts, etc., as determined by the Parties) and a revised Table 5.1.2. be included as so modified in the Contract Amendment.

¹ The Parties intend that *each* increase of 1,000 above the then-current Minimum Commitment (e.g., from 3,500 to 4,500, and again from 4,500 to 5,500, and so on) will result in this kind of pre-negotiated modification.

5.2. **Contractor Termination; Suspension of Service.**

5.2.1. **Termination for Cause.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days’ notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

5.2.2. If Contractor reasonably deems it necessary as a result of a substantiated concern relating to Contractor’s networks or its provision of services to other customers (e.g., in response to suspected or actual security, privacy, or operational risks) or as may be required by law or governmental order, Contractor may at any time and upon reasonable prior notice to County restrict or suspend the County’s access to the Services. Contractor will use reasonable efforts to coordinate with County to mitigate the need for such restriction or suspension to the extent practicable.

5.3. **County’s Obligations Upon Termination.** The County’s sole obligation in the event of termination or cancellation of this Contract is for payment of the early termination charges specified in Section 5.1.2. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract.

5.4. **Contractor’s Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified

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at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract. Contractor agrees to provide reasonable termination assistance to the County upon County's request at Contractor's then-current rates for ninety (90) days following the termination effective date.

- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract. If less than all Scopes of Services are selected when the Contract is executed, an amendment to the Contract is required to add additional Exhibits (and their associated services).
- 6.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms from Contractor, not from third parties, to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect. If there are third party terms that County is required to accept, Contractor shall use its best efforts to provide those terms to County prior to their use.
- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 6.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice and the County shall pay Contractor's invoices no later than forty-five (45) days from the invoice date. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of

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Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. To the extent County is not otherwise exempt, County will pay all applicable taxes, regulatory fees, interexchange carrier charges, and surcharges relating to the Deliverables (including but not limited to sales, use, value added, personal property, and Universal Service Fund (USF) other than taxes based on Contractor's net income. See Section 7.12.2. for County's tax-exempt status. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor. If County does not make payment within sixty (60) days of receipt of a non-disputed invoice, Contractor shall have the right to terminate for cause.

- 6.5. **Overdue Payments.** Any payment not received from County by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Contractor's discretion, late charges at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 6.6. **Non-Payment and Suspension of Service.** If County's account is more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Contract or by law, Contractor reserves the right to suspend the HEUC Service upon thirty (30) days written notice, without liability to County, until such amounts are paid in full. Such notice shall clearly and prominently state that the HEUC Service **is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.**
- 6.7. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 6.8. **No Obligation for Penalties/Costs/Fines.** Neither Party shall be responsible for any cost, fee, fine, penalty; or indirect, special, incidental, consequential, exemplary or punitive damages incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.
- 6.9. **Suspension for Non-Payment.** Contractor reserves the right to suspend performance of Services and/or suspend delivery of Products or Software if the County still owes an undisputed amount to Contractor that is sixty (60) calendar days past due, provided that Contractor has provided the County with no less than thirty (30) days' written notice of the date of the suspension. (For clarity and for example only, this means that in the context of an invoice being due on Day 45, Contractor could issue written notice at Day 105 and could suspend Service at Day 135.)

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- 6.10. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 6.11. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 6.12. **County's G2G Marketplace Administration.** Contractor has agreed to pay a marketing and administrative fee to the County to defray the County's cost in implementing, supporting and administering its G2G Marketplace ("G2G Fee"). The administrative fee, will correspond to three percent (3%) of the revenue Contractor has received from contracts it has entered into with PPBs who are receiving services from Contractor based on the G2G Marketplace Contract or the revenue Contractor has received from contracts it has entered into with PPB's who have paid for software or hardware based on a G2G Marketplace contract, unless the software or hardware is provided to a PPB at Contractor's cost. This does not include a reduction for maintenance of these items. Within ninety (90) days of the start of the second year of the Contract term, Contractor will provide the County with a check for an administrative fee. The administrative fee is solely applicable if Contractor enters into G2G Marketplace contracts with PPBs and receives payments from the PPB for the services rendered. In no event shall the total annual administrative fee be greater than the annual total value of the services ordered by the County.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or

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needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 7.7. **Contractor Employees.**
- 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 7.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor

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Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

- 7.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 7.8. **Acknowledgment of Independent Contractor Status.**
- 7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 7.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 7.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 7.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon

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request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.

- 7.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 7.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Taxes.**
- 7.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any of Contractor's local, state, or federal taxes of any kind.
- 7.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished within thirty (30) calendar days of the Effective Date of this Contract.
- 7.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 7.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.14.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be of good quality; (b) be adequately contained and packaged; and (c) conform to the specifications and descriptions contained in this Contract.
- 7.14.2. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.

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- 7.15. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website (as detailed in a Contract Document), Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.
- §8. INDEMNIFICATION; LIABILITY**
- 8.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification shall be independent of and shall not be subject to the coverage amounts of any insurance rights/policies required by this Contract.
- 8.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- 8.3. **Limitation of Liability.** Except for indemnification and Claims resulting in personal injury, death, or damage to tangible property, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed five million dollars (\$5,000,000.00) for Claims occurring before Final Project Acceptance and not to exceed one million dollars (\$1,000,000.00) for Claims occurring on and after the date of Final Project Acceptance. Contractor's total liability for Contractor Indemnification provided for in Section 8.1 shall not exceed ten million dollars (\$10,000,000). **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT.** This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.
- §9. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

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- 10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to

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any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

- §12. COUNTY DATA.** If, at the direction of the County, Contractor knowingly uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than three (3) business days of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach where responsibility of the breach lies with Contractor, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPPA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 12.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor

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Employees to store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

- 12.4. **Requirements for PCI Data.** If County provides to Contractor, and Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with the relevant control sections of PCI Data Security Standard (DSS) as agreed upon in an applicable Contract Document. Following initial discovery by the Parties in the form of a preliminary PCI assessment, Contractor shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard for the relevant control sections of PCI-DSS as defined in the applicable Contract Documents. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §13. INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 13.1. **County Standards.** If there are Contractor and/or Contractor Employees that will be given access to the County's Network, Contractor and Contractor Employees shall comply with the County's County Electronic Communications and Use of Technology Policy. This policy will be provided to Contractor prior to the start of work. Any updates to the policy will be reviewed by Contractor, with any changes to Contractor's duties or costs being re-negotiated by the Parties in good faith and giving Contractor reasonable time (30 days) to implement any necessary controls not already in place.
- 13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network or County Data as a result of or in connection with Contractor's provision of services, products, or software. Such measures shall be in accordance with security industry best practice and applicable laws and shall not be less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 13.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and

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upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.

§14. GENERAL TERMS AND CONDITIONS

- 14.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 14.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 14.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all reasonable costs associated with repairing and/or replacing the damaged property or facilities.
- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor Employees' personal property located, kept, or stored on or at County property or facilities during performance of this Contract.

County shall be responsible for any loss or damage to Contractor's property on County's premises in an amount equal to the fair market value of the property. The parties intend for the fair market value to equal the non-depreciated value of the device at the time of loss or damage, calculated as the product of:

- (a) the list price of the device as of the Effective Date (based on the most recent pricing then-available from the manufacturer); multiplied by
- (b) a fraction equal to 1 divided by the "depreciation term" of the device as reasonably determined by Contractor¹; multiplied by

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(c) the difference between the “depreciation term” and the actual number of months elapsed during the Initial Term².

¹ for clarity, ordinarily for the HEUC Service the depreciation term is 120 months, also stated 1/120

² for example, if the loss or damage occurred in the 25th month of the Contract and the device was to be depreciated over 10 years, then (c) would be calculated as $120 - 25 = 95$

For illustration purposes only, the fair market value of a \$1000 device lost in month 25 would be calculated as follows: $(\$1,000)(1/120)(95) = \791.67 .

- 14.7. **County’s Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County’s right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 14.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.
- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 14.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three (3) years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor’s written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor’s response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

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14.12. **Assignments/Delegations/Subcontracts.**

- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary or to any Party acquiring substantially all of its assets as long as the affiliate, subsidiary, or acquiring Party is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Purpose, **Section 2.** Contract Definitions, **Section 6.** Scope of Deliverables and Financial/Payment Obligations, **Section 7.** Contractor's Warranties and Assurances, **Section 8.**

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Indemnification; Liability, **Section 9.** Contractor Provided Insurance, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 12.** County Data, **Section 14.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).

- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. The Parties agree to re-negotiate in good faith in the event of a material change to Contractor's duties under or costs to comply with this subsection.
- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism, vandalism, cable cut, or cyber-attack; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**
- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; or (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

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- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. Each Party acknowledges and agrees that no employee, officer, agent, or representative of the other Party has the authority to make any representations, statements, or promises in addition to or different than those contained in this Contract and any Contract Document, and that it is not entering into this Contract or any Contract Document in reliance upon any representation, statement, or promise of the other Party not expressly stated in this Contract or any Contract Document. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

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**EXHIBIT I
CONTRACTOR INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) the activities of independent contractors; (e) Contractual liability as provided in the latest version of the ISO Commercial General Liability Policy Form;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement of \$3,000,000 each occurrence.

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Supplemental Coverages (Required as Checked)

1. ☒ **Errors & Omissions Insurance including Cyber Liability Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$5,000,000 aggregate. Cyber Liability means coverage for legal liability for the loss or theft of customer data, including PII, due to the negligent acts or omissions of Contractor or its subcontractors.
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for their equipment and personal property.
3. ☐ **Other Insurance Coverages** as may reasonably be required by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements.

1. All policies of insurance where the County is provided additional insured status shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. Except for Errors & Omissions/Cyber Liability, all policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall include the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

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7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT III
REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII
(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within three (3) business days of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the

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type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV
REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA
(Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

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This End User Subscription Agreement ("Agreement") is made by and between CBTS or its authorized reseller (collectively referred to as "we," "us," or "our") and you, as an end user ("End User," "you," or "your") of the CBTS SD-WAN cloud network service ("CBTS SD-WAN Service"), and sets forth the terms and conditions under which the CBTS SD-WAN Service will be provided to you. You will have accepted this Agreement and shall be bound by its terms by either your use of the CBTS SD-WAN Service or by the incorporation by reference of this Agreement in the terms of a contract between us and you.

1. ENTIRE AGREEMENT.

This Agreement, together with all ordering documents referencing this Agreement and entered into and validly executed between us and you (each, a "Purchase Order"), and any other documents incorporated herein, constitute the entire agreement between us and you relating to your purchase of subscription(s) to use the CBTS SD-WAN Service and to use CBTS's hardware products ("Equipment") provided to you for use in connection with the CBTS SD-WAN Service (together, the "Service"); provided that no conflicting terms or conditions set forth on any Purchase Order or other ordering document (to which notice of objection is hereby given), or in any future correspondence between us and you, shall alter or supplement this Agreement unless CBTS agrees in writing to such terms. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. This Agreement may only be amended or modified by a writing signed by both parties.

2. DELIVERY; SUBSCRIPTION START DATE.

All deliveries of Equipment are FCA our facility. Delivery dates are estimates only and are not of the essence. The start date of your subscription to the CBTS SD-WAN Service shall be the earlier of (i) the date of your activation of the CBTS SD-WAN Service, and (ii) the date that is 30 days after the date of shipment by CBTS of the Equipment associated with the subscription.

3. INVOICING, PAYMENTS AND TAXES.

You agree to pay the prices for the Service as set forth in the Purchase Order, together with shipping charges (if applicable) and unless you have provided evidence of your tax-exempt status any taxes, duties, excises and other charges, including VAT, if applicable, due in connection with the sale, installation, provisioning or use of the Service. Payment is due thirty (30) days from the date of the invoice. You shall provide evidence of your tax-exempt status if you wish to have us waive any taxes.

4. CANCELLATION POLICY.

ALL EXECUTED PURCHASE ORDERS ARE NON-CANCELLABLE AND ALL AMOUNTS PAID ARE NONREFUNDABLE.

5. USE OF SERVICE AND EQUIPMENT.

You agree to abide by any terms of use for the CBTS SD-WAN Service published by CBTS. You may install and use the Equipment solely for the purposes of accessing and using the CBTS SD-WAN Service during the subscription period purchased by you. You agree not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which you have subscribed. You agree not to use the Equipment with any unsupported hardware or software (as described in the applicable documentation provided by CBTS); or use the Service other than as described in the documentation provided therewith; or use the CBTS SD-WAN Service for any unlawful purpose.

6. NO LIFE SUPPORT.

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The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk.

7. PROTECTION OF EQUIPMENT; RETURN UPON EXPIRATION.

The Equipment belongs to us. You may not sell, lease, abandon, or give away the Equipment; allow anyone other than CBTS or its agents to service the Equipment; or permit any other person to use the Equipment, other than on your behalf in connection with your use of the CBTS SD-WAN Service. You will be directly responsible for loss of the Equipment. Upon expiration or termination of this Agreement, you must return the Equipment to us in the same condition as when delivered to you, reasonable wear and tear excepted; and if we have not received the Equipment in such condition within 10 days thereafter, you will be deemed to have purchased the Equipment at CBTS's list price, and will pay us upon invoice as provided in Section 3 above.

8. OUR RIGHT TO AUDIT; USE OF DATA.

You grant us the right to audit your use of the CBTS SD-WAN Service, in order to confirm compliance with this Agreement and other agreements you have with us. You acknowledge and agree that CBTS may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the CBTS SD-WAN Service.

9. CHANGES.

You acknowledge that CBTS may change the CBTS SD-WAN Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt your CBTS SD-WAN Service.

10. PROPRIETARY RIGHTS.

Except as explicitly set forth in this Agreement, you do not acquire any rights in or license to any component of the Service or any CBTS intellectual property rights. You shall not, and shall not encourage any third party to: (a) modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Equipment), except to the extent that such activities are required to be permitted under applicable law; or (b) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of CBTS or its suppliers affixed or contained on or within any Equipment. Without limiting the foregoing, any software provided to you or made available for your use ("Software") is licensed only, is subject to any license agreement provided therewith, and CBTS retains title in all copies of the Software, and you do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof. CBTS reserves all rights not expressly granted by this Agreement.

11. CONFIDENTIAL INFORMATION.

You shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information which is a defined term in the Contract.

12. LIMITED WARRANTY.

CBTS warrants to you that the Equipment shall be free from defects in material and workmanship (the "Exclusive Warranty") during your subscription of the CBTS SD-WAN Service. With respect to the Equipment, the Exclusive Warranty shall apply only to the extent it has been installed, used and maintained in the conditions specified by CBTS or, in absence thereof, at least in conditions consistent with generally accepted practices for this type of product; and not been subject to any unauthorized modification or repair or attempts thereto; and not been connected to or used in combination with other incompatible equipment or systems.

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If any Equipment fails to meet the Exclusive Warranty, then upon your written request and pursuant to any warranty procedure published by CBTS, CBTS shall, at CBTS's sole option and expense, promptly either repair or replace the Equipment in question. The remedies specified in this Section shall constitute YOUR sole and exclusive remedy and CBTS's sole and exclusive liability for EQUIPMENT and CBTS's breach of the Exclusive Warranty hereunder.

WE make NO other warranties or representations, express or implied, for services provided under this CBTS SD-WAN Service End User Subscription Agreement, and WE expressly exclude and disclaim any and all warranties which may be implied or otherwise created by operation of law including without limitation all implied warranties of uninterrupted or error-free use or operation, AND merchantability, NON-INFRINGEMENT AND fitness for a particular purpose for these services.

13. INDEMNIFICATION.

CBTS will defend or at its option settle, any claim, suit or proceeding brought against you by any third party for infringement or misappropriation of a valid U.S. patent, copyright or trade secret by the Equipment ("Claim"), subject to the provisions herein. CBTS shall have sole control of any such action or settlement negotiations, and CBTS agrees to pay, subject to the limitations herein, any final judgment entered against you or settlement entered into in any such Claim. Further, should such final judgment or settlement require that Equipment be returned and/or the purchase price refunded to End Users, CBTS will pay such related costs. You agree that CBTS, at its sole option, shall be relieved of the foregoing obligations unless you (a) give prompt, written notice to CBTS of all Claims, (b) cooperate reasonably with CBTS (at CBTS's reasonable expense), and (c) allow CBTS the sole right to defend, or at CBTS's option settle, all such Claims. If CBTS becomes aware of a Claim, CBTS may, in its sole discretion, obtain the right for you to continue to use the Equipment, modify the Equipment so that it is no longer infringing or misappropriating, or accept return of Equipment from you and refund to you a pro rata amount paid for the Service. CBTS shall have no liability for any Claim resulting from: (i) use or combination of the Equipment with any other incompatible goods or services; or (ii) any modification or alteration of Equipment, where such Claim would not have arisen except for such use, combination, modification or alteration. The foregoing expresses your sole remedy, and CBTS's sole liability, for any claim of infringement or misappropriation.

14. LIMITATION OF LIABILITY.

(A) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(B) IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE ORDER OR PRODUCT OR THIS AGREEMENT EXCEED, AND YOU RELEASE ALL CLAIMS AGAINST US (AND ANY OF OUR LIABILITY) IN EXCESS OF, THE AMOUNTS PAID BY YOU TO US IN RELATION TO THE PRODUCT IN CONNECTION WITH WHICH THE LIABILITY ARISES. THE EXISTENCE OF ONE OR MORE SUCH CLAIMS SHALL NOT RAISE OR EXTEND THIS LIMIT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

15. EXPORT.

You shall comply with all applicable export laws and all applicable restrictions and regulations of any agency or authority, and shall not export, nor permit the export or re-export of any confidential or proprietary information

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or the Equipment in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, to any country to which such export laws, restrictions and regulations prohibit exportation.

16. GOVERNING LAW; FORUM.

The parties agree that this Agreement shall be construed and regulated under and by the laws of the State of Michigan and with jurisdiction and venue in the state and federal courts specified in the Contract.

17. TERM AND TERMINATION.

The term of this Agreement shall be the period for which you have purchased a subscription to the CBTS SD-WAN Service, beginning on the subscription start date determined as set forth above but in no event shall extend beyond the term of the Contract. We may terminate this Agreement with immediate effect upon notice to you if any of the following occurs: (i) a petition in bankruptcy is filed by or against you, you are declared bankrupt, or proceedings are initiated by or against you seeking appointment of a receiver, reorganization, liquidation, dissolution, or other similar relief, or (ii) you materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof, provided, however, that no cure period shall apply to your failure to make timely payments hereunder. In the event of any of the foregoing, we shall be entitled, without prejudice to any other remedies, to terminate your use of the CBTS SD-WAN Service without being in breach of this Agreement. Upon expiration or termination, all terms and provisions herein which by their nature should survive expiration or termination of this Agreement shall so survive. Without limiting the foregoing, Sections 8 (Our Right to Audit; Use of Data), 10 (Proprietary Rights), 11 (Confidential Information), 12 (Limited Warranty), 13 (Indemnification), 14 (Limitation of Liability), 15 (Export) and 16 (Governing Law; Forum) shall survive any expiration or termination of this Agreement.

18. FORCE MAJEURE.

Other than for any payment obligations hereunder, neither party shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to events beyond the reasonable control of such party, including without limitation acts of God or of public enemy (collectively, "Force Majeure"). In the case of a Force Majeure event, the affected party's performance is excused for a period equal to the time lost by reason of Force Majeure.

19. ASSIGNMENT.

You may not, without prior written consent of CBTS, assign or otherwise transfer to a third party this Agreement, except to an entity that acquires all or substantially all of your business or assets. The contract shall be binding and shall inure to the benefit of the permitted legal successors of either party hereto.

20. MISCELLANEOUS.

Failure by either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

EXHIBIT VI

SECTION 1: SD-WAN Supplemental Terms and Conditions

This governs the terms for Contractor providing SD-WAN to County.

1. DEFINITION

1.1 SD-WAN - A Software-Defined Wide Area Networking service utilizing (1) a network of gateways running proprietary gateway software deployed in the Contractor network and/or third-party data centers, (2) proprietary branch edge devices ("Edges") installed at County premise locations, and (3) a proprietary network-connected orchestrator (the "Orchestrator") for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

1.2 SD-WAN Service - Consists of: (i) a subscription(s) provided by Contractor to use SD-WAN software, (ii) to use hardware products provided to County for use in connection with the SD-WAN Service, and (iii) Contractor management and support of the SD-WAN network infrastructure for the SD-WAN Service.

2. TERM

2.1 During the term of the Contract, Contractor will be the provider of SD-WAN Services detailed herein within the United States (the "**US Operating Territory**").

2.2. The initial term of service for SD-WAN will be the number of months of the Initial Term provided in Section 1 of this Exhibit, beginning on the date that Contractor first invoices County for SD-WAN Service for such County location, and will remain in effect unless earlier terminated pursuant to the terms herein ("SD-WAN Initial Term"). Following the expiration of the SD-WAN Initial Term for each individual County location, the SD-WAN Service shall automatically renew for additional twelve (12) month periods (each, a "SD-WAN Renewal Term") unless either Party terminates the SD-WAN Service by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current SD-WAN Term or the Contract is terminated or expires. "SD-WAN Term" shall mean collectively the SD-WAN Initial Term and each SD-WAN Renewal Term. In no event will the SD-WAN service term extend beyond the term of the Contract.

2.3. Notwithstanding the foregoing, subject to applicable law, Contractor reserves the right to adjust rates at any time after the expiration of the SD-WAN Initial Term upon sixty (60) days prior written notice to County, during which time County shall have the right to terminate the SD-WAN Service, without incurring termination charges, if County does not agree to stated rate adjustment. In the event County does not provide written notice of termination during the sixty (60) day period, County shall be deemed to accept the rate adjustment.

3. SERVICES AND RATES.

3.1 County will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Contractor's net income) imposed upon or relating to the provision or use of the SD-WAN Service unless it is exempt for paying charges because of its tax-exempt status. If County is tax exempt,

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County shall provide Contractor with a copy of its tax exemption certificate before Contractor begins invoicing.

3.2 Any other regulated services not listed herein which are provided by Contractor to County, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement.

3.3 County grants to Contractor the right to provide certain network and telecommunications equipment and service at County's location(s).

4. CONTRACTOR GENERAL RESPONSIBILITIES & OBLIGATIONS.

The SD-WAN product combines elements of managed software defined networking, wireless networking, and network security. Contractor provides SD-WAN to County and customizes its delivered services based on the requirements provided by each. The SD-WAN varies based on County engagement and is itemized in the applicable agreement.

Contractor will (a) monitor and manage network architecture, and work with County to resolve connectivity issues as it pertains to network access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the SD-WAN services.

Service Incidents are defined as incidents are the result of service failures or interruption. Incidents are assigned priorities based on the impact and urgency of the failure or interruption.

4.1 Managed SD-WAN Service

Contractor will provide management for the County network that consists of the CPE leased to the County. The following RACI chart outlines the roles and responsibilities for common network management activities:

	County	Contractor
Monitor CPE Equipment (24x7)	I	R, A
Collecting network metrics	I	R, A
Reporting on overall performance	I	R, A
Completing network MAC requests, work requiring less than 30 minutes of work to complete	I	R, A
Completing network project requests, work requiring greater than 30 minutes of work to complete	A	R, C
Software/firmware upgrades and updates	I	R, A
In-life support, tier 1 through tier 4 support	I	R, A
Site cabling	R, A	C, I
Management and/or monitoring of County-owned CPE (equipment not part of the SD-WAN product)	R, A	I
(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)		

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4.2 Installation

Contractor and/or a subcontractor selected by Contractor will install the leased CPE at County's locations. If unable to install due to incorrect reporting of site viability, Contractor and/or a subcontractor selected by Contractor will perform a site survey while at the County locations. It is the County's responsibility to correctly and accurately submit information to Contractor as requested to verify site readiness. If a site survey is required, a charge of no less than \$349.99 USD will be applied to the first County bill.

Installation Charge Base Rate is defined per site in the Service Pricing Table. Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. as defined as "After Hours". After Hours work performed will be billed to County at 1.5X the Installation Charge defined in the Service Pricing Table. Installation work performed on "Holidays" (as defined in Section 7.8) will be billed to County at 2X the Installation Charge as defined in the Service Pricing Table. If Contractor and/or a subcontractor is unable to install on scheduled installation date due to incorrect reporting of site viability or turn away at County request, a repeat visit charge will be charged to County in the amount of Installation Charge Base Rate.

Cancellation from County with less than twenty-four (24) hours' notice of scheduled installation will result in a one-time charge of no less than \$349.99 USD applied to the first customer bill.

It is Contractor's responsibility to make normal network management move, add, change (MAC) request changes. These changes are classified as those that take less than 30 minutes of work duration to complete. Work requiring greater effort than this are classified as "Projects" and are out of scope of this Managed Network Service. This work for Projects can still be completed by Contractor but will require a separate Statement of Work and will be billable work as a separate Project.

Monitoring of the leased equipment will take place 24 hours a day, 7 days a week. In the case of a complete Network Outage the Mean Time to Repair shall be six (6) hours. No SLA is provided for availability.

In the case of a hardware replacement, please review Section 7.3.

4.3 Software Defined Networking

Contractor will provide network services for the County network that consists of the CPE leased to the County. The following RACI chart outlines the roles and responsibilities for common network management activities:

	County	Contractor
Network Design Specifications (Equipment not a part of the SD-WAN service)	R, A	C, I
Firewall Service Requirements (On-Site services not a part of the SD-WAN service)	R, A	C, I
Network Design Specifications (SD-WAN Equipment)	I, C	R, A
LAN Configuration	I, C	R, A
Firewall Security Configuration	I, C	R, A

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Business Policy Configuration (SD-WAN Services)	I, C	R, A
DMZ Configuration requiring less than 30 minutes	I, C	R, A
DMZ Configuration requiring more than 30 minutes	R, A	C
(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)		

5. EQUIPMENT.

5.1 Equipment

Contractor may provide Networking Equipment in support of the provision of County networks, and Contractor grants County a non-exclusive, non-transferable limited license to use the Networking equipment ("Equipment") in accordance with this Supplemental Agreement.

5.2 Authorization and Access

County authorizes Contractor to provide the Equipment and agrees that the Equipment is the property of Contractor and this Supplement does not grant County any rights to the Equipment except as expressly set forth herein. County agrees to give Contractor access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at Contractor's sole discretion. Loss, theft or physical damage to the Equipment is County's responsibility.

5.3 Return Upon Termination

Upon termination of the SD-WAN Service, County agrees to return Equipment in good condition, reasonable wear and tear excepted, to Contractor within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, County will be charged an "Equipment Non-Return fee", calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of the then current SD-WAN Term. If County requests Contractor to remove the Equipment, County will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and Contractor resources required for the removal. The Equipment Non-Return fee and the Equipment Removal fee will appear on County's next Contractor bill.

5.4 Intellectual Property

County shall have no right, title or interest in or to any network address or identifier (such as IP address or host name) that Contractor uses in the course of providing SD-WAN Service to County and Contractor may change any such address or identifier by providing notice to County. Contractor shall have no ownership rights in any content or data County transmits or stores using the DS-WAN Service, however County acknowledges that Contractor may remove content or data from the SD-WAN Service if required pursuant to applicable law after providing notice to the County. To the extent that the SD-WAN Service requires Contractor to have access to County's intellectual property, County grants Contractor a royalty-free, license to use the County's intellectual property solely for the purposes of providing the SD-WAN Service. If Contractor utilizes subcontractors that will have access to County's intellectual property for purposes of providing the SD-WAN Service, County grants a license for their access.

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5.5 Upgrades

County reserves the right to upgrade their subscription and/or device during the Contract Term. The cost of upgrade will be at the expense of the County.

6. SUPPORT & REPAIR PROCESSES.

6.1 Technical Support

Technical support for SD-WAN will be provided through the Contractor support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. Contractor will provide engineering escalation for Tier 3 support.

6.2 Support Contact

County should contact Contractor Tech Support via 1 -888-638-1699 or email CBTSServiceDesk@cbts.com.

7. SERVICE, INCIDENT, AND SERVICE REQUEST MANAGEMENT.

7.1 Monitoring

Contractor monitors all equipment associated with SD-WAN for up/down status 24/7/365. Should any equipment be considered inoperable, Contractor will open an internal repair ticket and use commercially reasonable efforts to notify County of such outage in a timely manner.

7.2 Maintenance Window

Contractor reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 am to 6:00 am EST with the usual window beginning at 2:00 am EST Sunday. If a scheduled maintenance will affect County, Contractor will use reasonable efforts to notify County in advance.

7.3 Service Level Objectives

(A) The following table includes service level objectives (SLOs) for incident management.

Priority	Time to Respond	Time to Repair	Time to Repair - Dispatch	Hardware Replacement
Priority 1	1 Hour	6 Hours	8 hours + travel time	Next Business Day after RMA (Return Materials Authorization) is accepted by vendor. RMA must be accepted by 3:00PM EST.
Priority 2	2 Hours	48 Hours	72 hours + travel time	
Priority 3	4 Hours	5 Business Days	7 Business Days	
Priority 4	1 Business Day	10 Business Days	12 Business Days	

The following assumptions are used for the incident management SLOs:

- A County-provided resource must be available immediately to Contractor and all necessary equipment must be on-site.

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- Equipment must be monitored by Contractor.
- Issue is related to SD-WAN equipment and not the County provided connectivity.

(B) Incident Priority Definitions

The following table includes definitions of the incident priority levels.

Priority	Priority Definition
Priority 1: Business Critical Incident	Any one of the criteria below with no business process work-around available: <ol style="list-style-type: none"> 1) Total Outage Impacting Critical Business Function: Total outage of the service, site, or critical business application. 2) Significant Outage Impacting Critical Business Function: More than 50% of the users of the service, site or critical business application are completely unable to utilize the service, site or critical business application. 3) Other Outage Impacting Critical Business Function: The incident presents a high business impact for County as defined by the inability to perform a critical business function.
Priority 2: Urgent Incident	Any one of these criteria: <ol style="list-style-type: none"> 1) Partial Outage Impacting Critical Business Function: Outage OR significant performance degradation of the service, site or critical business application impacting more than 50% of the end users who can continue to perform critical business functions, but in a severely degraded manner. 2) Outage Impacting Non-Critical Business Functions: Other incidents impacting a small group of end users of the service, site or non-critical business application (10%-50% of the service's end user population).
Priority 3: Normal Incident	<ol style="list-style-type: none"> 1) Performance or Efficiency Concerns: Incidents that have little or no impact on critical business functions, affecting the efficiency of the normal business operation of an individual user or less than 50% of the user community.
Priority 4: Scheduled or Out of Scope Incident	Any one of these criteria: <ol style="list-style-type: none"> 1) An incident that can be handled on a scheduled basis that extends beyond normal standard service level objectives. The incident may require an extended resolution time, but does not prohibit the execution of productive work. 2) Incidents related to non-standard or non-supported applications or hardware where there is no impact to County's critical business functions.

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- 3) All incidents requesting support outside the current contractual support hours. County will be charged for time and materials.
- 4) Out of scope requests. County will be charged for time and materials OR County will be contacted by a sales representative and presented with an estimate. Once accepted, a mutually agreeable schedule will be developed by Contractor. Contractor will not take action, until the County has accepted the time and materials rates or the estimate.

7.4 Service Level Agreements

The service level agreements below apply to incident management.

(A) Incident Response Time SLA

Initiation and Closure: Response Time begins when an alarm is triggered by a Contractor monitoring system, when the County places a telephone call to the Contractor Service Desk, or when the County creates a numbered ticket on the Contractor Service Management Portal (whichever comes first). Response time ends when the Contractor Service Management tool has issued a numbered ticket. In the event of multiple associated alarms caused by a single event at approximately the same time, Response Time for all alarms will be satisfied by the creation of the first numbered ticket in the Contractor Service Management Tool.

Measurement: Response to incidents will be measured as the percentage of all incidents based on the Response Time SLO during a given month.

Compliance Calculation: Response to Incidents will be calculated, for a given month, as:

$$\text{SERVICE LEVEL ATTAINMENT\%} = \frac{\text{TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL}}{\text{TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL}}$$

SLA Thresholds and Default: Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for Contractor.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

In the event that the volume of tickets during the Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system.

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(B) Incident Repair Time SLA

Initiation and Closure: Repair Time is a measurement of the average amount of time it takes to restore a service for a given month. Repair Time begins upon ticket creation in the Contractor Service Management Tool. When service has been restored, repair time ends. County will be notified by the Service Management Tool or by Contractor personnel, or County may view the status from within the Contractor Service Management Portal. County has 48 hours (2 consecutive days) to validate the resolution and re-open the ticket as needed. SLA time will continue upon the re-open of the ticket. After 48 hours, County will need to open a new ticket in the Contractor Service Management Tool.

Measurement: Repair Time for incidents will be measured as the percentage of all incidents based on the Repair Time SLO during a given month.

Compliance Calculation: Repair Time for Incidents will be calculated, for a given month, as:
 SERVICE LEVEL ATTAINMENT % = TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL / TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL

(C) SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for Contractor.

Priority Level	Minimum Service Level Attainment % MTTR
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	N/A

In the event that the volume of tickets during the Measurement Window is less than ten (10)

tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system. If Contractor does not maintain Service Level Attainment of increments of five (5) tickets when total quantity is less than ten (10), then it results in one (1) Service Level Default per priority level for Contractor.

7.5 Service Level Management – Service Requests

“Service Request” is a term used to describe a request to add or modify the services outlined in this Supplement. See the current Contractor Service Request Catalog for a list of defined service requests.

(A) Service Level Objectives

The following table includes SLOs for service requests.

Request Type †	Perform Time	Perform Time - Requires Dispatch
Expedited	Begin work within 4 hours*	1 business day* + travel time
Basic	2 business day	3 business days + travel time

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Routine	5 business days	5 business days
Complex	10 business days	10 business days
Project	According to PCR	According to PCR

*Expedited Fee and After-hours charges will apply.

‡ For examples of the request types corresponding to each service, see the Contractor Service Request Catalog.

(B) Service Request Definitions

The following table includes definitions of the service request types.

7.6	Service Request Type	Definition
	Expedited	An Expedited Request that requires completion sooner than the standard SLO due to a pressing need such as legal, regulatory, or other business requirements. The County will be charged for time and materials associated with expedited requests.
	Basic	Requests that Contractor and County pre-approve for use as a Standard Catalog Request. See the current Contractor Service Request Catalog (Requires 2 hours or less).
	Routine	Requests that Contractor and County pre-approve for use as a Standard Catalog Request. See the current Contractor Service Request Catalog (requires 5 hours or less).
	Complex	Requires less than 10 hours of work needed to plan, manage, test, and implement. Is not a standard request in the Service Request Catalog.
	Project	Requires 10 or more hours and requires a change to the scope of this Supplement (PCR).

Service Level Agreements

The service level agreements below apply to the Service Request process:

(A) Service Perform Time SLA

Initiation and Closure: Perform Time is a measurement of the average amount of time it takes to complete the work required for a service request. Perform Time begins upon service request creation in the Contractor Service Management Tool. Once the service request has been completed, perform time ends. County will be notified by the Service Management Tool or by Contractor personnel, or County may view the status from within the Contractor Service Management Portal. County has 48 hours (2 consecutive days) to validate the completion and re-open the request as needed. SLA Time will continue upon re-open of request. After 48 hours, County will need to open a new request in the Contractor Service Management Tool.

Measurement: Perform Time for Service Requests shall be measured as the percentage of all Service Requests based on the Perform Time SLO during a given month.

Compliance Calculation: Perform Time for Service Requests shall be calculated, for a given month, as:

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SERVICE LEVEL ATTAINMENT % = TOTAL SERVICE REQUESTS MEETING SLO FOR THE MONTH PER CHANGE TYPE / TOTAL SERVICE REQUESTS FOR THE MONTH PER CHANGE TYPE

(A) SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then Contractor has created one (1) Service Level Default per Request Type.

Priority Level	Minimum Service Level Attainment % MTTR
Expedited	95%
Basic	90%
Routine	85%
Complex	N/A

In the event that the volume of tickets during a given Measurement Window is less than ten (10) service requests, the calculation described in the preceding paragraph shall be modified as set forth in this paragraph to determine compliance with this Service Level, and the following targets shall apply to this Service Level. In such circumstances, the results will be reported as the absolute number of missed service requests during the Measurement Window, instead of the percent of service requests missed. Service requests will be reported in the month that they are closed in the request System. If Contractor does not maintain Service Level Attainment of increments of five (5) tickets when total quantity is less than ten (10), then it results in one (1) Service Level Default per priority level for Contractor.

7.7 Service Level Penalties for Failure to Perform

The SLAs are applicable when a configuration item or service has completed the Contractor Service Transition process. In the event that Contractor fails to meet the SLAs set forth in this Supplement, it will incur financial penalties and County will receive billing credits as set forth below.

UNLESS CONTRACTOR'S FAILURE TO MEET THE SLAs CONSTITUTES A "CRITICAL SERVICE FAILURE" (as defined in section 7.7.1, below), COUNTY'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

The SLAs become applicable when a configuration item or service has completed the Contractor Service Transition process.

(A) Monthly Service Level Defaults

Service Level Defaults will be summed together for the month, and are cumulative across all services provided to County and across incident priority levels.

(B) County Credits

The County is entitled to a credit if Contractor has two (2) or more Service Level Defaults in any single month. Service credits will be issued by Contractor, based on the following table. In the event that Contractor defaults and is obligated to issue County credit, Contractor will have the opportunity to earn back this credit. If the one month following the credit does not contain any Service Level Defaults, 100% of the credit will be forgiven. The credit is due to County after this one month grace period.

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Service Level Defaults	County Credit
0-1	0% of monthly service charge
2-3	5% of monthly service charge
4-5	10% of monthly service charge
6 or more	15% of monthly service charge

*Maximum cumulative penalties not to exceed 15% of the monthly service charge.

Breach of Agreement for Critical Service Failure

If Contractor and County agree that the occurrence of a Critical Service Failure will constitute a material breach of this Supplement.

UNLESS CONTRACTOR'S FAILURE TO MEET THE SLAs CONSTITUTES A CRITICAL SERVICE FAILURE, COUNTY'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

7.7.1 "Critical Service Failure" Defined

During the SD-WAN Initial Term or any SD-WAN Renewal Term, an accumulation of ten (10) or more Monthly Service Level Defaults on Priority 1 incidents in any period of three (3) consecutive months will result in a material breach by Contractor, and County may pursue all rights and remedies as defined in this Supplement.

(C) Excused Performance; SLA Assumptions/Exceptions

Contractor will not be responsible for any Service Level Default and its performance shall be excused to the extent such Service Level Default is attributable to the assumptions or exceptions below:

Item	Assumption/Exception	Definitions
1	External Support Callback	Tickets assigned to Contractor, but require third party resources (not including Contractor contract work) to complete the Contractor portion of the request. This includes tickets that require the engagement of a third party vendor to make repairs (hardware, software, patches, circuits, cables, etc.) and tickets associated with Equipment that is not covered by a 24x7x365 maintenance agreement.
2	Third Party	Tickets associated with outages caused by non-affiliated third parties for whom Contractor has no control or ability to remedy.
3	County Callback	Tickets assigned to Contractor, but unable to contact County in order to resolve the problem.

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4	Facility Access Issue	After-Hour access issue where County cannot control building access and entry cannot be granted through other means within the Contractor SLA window.
5	Item Return	Waiting for return of defective unit before resolving ticket.
6	Parts	Waiting on small parts not stocked.
7	Scheduled	Scheduled events at the request of any authorized County resource or convenience that goes beyond the SLA window.
8	Facilities	Outages caused by facilities issues, power, air handlers etc. Incidents of Force Majeure.
9	Responsibilities	Any outage caused by a County employee that has explicit responsibility; trouble tickets opened by County by mistake.
10	County-Provided Maintenance	Lack of hardware and/or software maintenance after any applicable vendor warranty period expires.
11	Start-up Grace Period	SLA's will not be in effect for 45 days from the effective date of this Supplement as a ramp-up period for operations and reporting or as mutually agreed upon between County and Contractor. Service will be offered on a "best-effort" basis during the ramp-up period. The above SLA's will apply only to new requests submitted into the queue after 45 days from the effective date of this Supplement.
12	Standard Volume	SLA compliance is tied to normal volumes of requests for the services identified in this Supplement. Contractor will manage the workload and staffing to accommodate shifts in demand for services identified in this Supplement. However, sudden, unanticipated and significant fluctuations in workload may limit the ability to meet the demand or result in an overcapacity situation.
13	Capacity	County plans for all capacity upgrades. Contractor will install additional hardware capacity as it is supplied by County.
14	Access to systems	County will provide appropriate access to systems; failure to provide will suspend SLOs & SLAs.
15	County Requested Change	Outages that are caused by County requested changes.
16	Infringement	Infringement of third party proprietary rights by County, or County's vendors or subcontractors.

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17	Illegal Conduct	Willful misconduct or violation of law by County, or County's vendors or subcontractors.
18	Force Majeure	Any Force Majeure event to the extent it impacts Contractor's ability to perform the Services.

7.8 Service Management

This section includes information regarding support hours, incident management, service request management, problem management, and root cause analysis.

(A) Support Hours

Services included will be performed in accordance with the hours stated in the table below.

Item	Short Name	Definitions
1	Incident Support	Support for business impacting critical events is 24 hours per day, 7 days a week, and 365 days a year. Support for all other events. 7:00 a.m. to 8:00 p.m. EST, five days a week, excluding U.S. holidays.
2	Service Request Support	Service Requests are performed during Normal Business Hours.
3	Scheduled and Non-Business Hour Service Request	Scheduled and/or Service Request that need to be performed outside of Normal Business Hours, require additional resource planning, these request will be exempt from SLA.
4	Normal Business Hours	Defined as 7:00 a.m. to 8:00 p.m. EST Monday through Friday, excluding U.S. holidays.
5	Holidays	U.S. statutory holidays applicable to each Service location including: New Year's Day, Martin Luther King, Jr., Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas(Day After or Before)
6	Routine Maintenance Window for Contractor Multitenant Tools and Environments	Upgrades and patches to monitoring systems may be performed, if necessary, during maintenance windows on Sunday from 12:00 a.m. to 6:00 a.m. EST and Tuesday from 7:00 p.m. to 11:00 p.m. EST except for emergency repairs that cannot wait for a scheduled maintenance window.

(B) Incident Management

The following table includes definitions for incident management that will support the services outlined in this Supplement.

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Item	Short Name	Definitions
1	Incident Verification	The Support Desk verifies that there is an incident and Priority Level of the incident.
2	Incident Identification	The Support Desk isolates the source of the incident and attempts to resolve it through the appropriate management tool.
3	Tier 2	Contractor Tier 2 technicians will work with the County to resolve the issue.
4	Tier 3	If the issue cannot be resolved by Tier 2 technicians, the ticket will be assigned to Tier 3 OEM engineering for resolution.
5	Collaborative	Contractor engineers will work with County and Support Desk monitoring for advanced troubleshooting and repair.
6	Incident Resolution	The Support Desk uses its best efforts to resolve the incident within the parameters of the SLA. The Support Desk determines whether the incident can be fixed remotely or if an onsite dispatch is necessary. If it can be resolved remotely, the incident is resolved, the ticket is closed, and the client is notified.
7	On-Site Incident Resolution	If the incident cannot be resolved remotely, or the device has lost total connectivity to the management station, the Support Desk dispatches either an internal or third-party field engineer to troubleshoot the problem. The dispatched field engineer contacts the County to gain access to their location. The Support Desk stays in contact with the dispatched field engineer regarding the status of the repair.
8	On-Site Incident Resolution Requirements	If onsite work by Contractor or a third-party resource at County's site(s) is required, County will permit Contractor access to its facilities at all reasonable times. County will communicate all security and safety procedures in writing to Contractor prior to the start of such work. If escort or supervision of Contractor's personnel is required, County will make such arrangements so there is no delay upon Contractor's arrival at County's site(s). County is responsible for all County site preparation activities necessary for any onsite installation.
9	Temporary Work Around	Occasionally, a workaround is implemented while a permanent fix is pursued. The Support Desk or Engineering Team will later replace the workaround with a permanent fix at an appropriate time.

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10	3 rd Party Support	If required, the Support Desk notifies the third-party responsible for resolving the incident within 15 minutes of incident verification. Throughout the escalation process, the Support Desk updates the County's contact on the progress of repair as stated in the SLA.
11	3 rd Party Support Requirements	County shall be responsible for any third-party vendor's timely performance so as not to delay Contractor's work schedule. This refers only to independent third-party arrangements for which Contractor is not an involved party.
12	Incident Closure	Once the work is complete, the Support Desk notifies the County about resolution of the incident. The Support Desk confirms that the incident was fixed satisfactorily.
13	Contractor-Provided Maintenance	In the event that Contractor does not provide maintenance or warranty for vendor hardware/software, County shall provide vendor hardware/software maintenance to meet appropriate service level for term of contract.
14	3 rd Party Support – Contractor is Warranty Agent	Contractor will act as the authorized warranty agent with third-party vendors to initiate, monitor and communicate status of cases that fall within the scope of services delivered. Contractor requires that the County maintains active support contracts on all hardware and software managed by Contractor. If the County wishes to initiate a support case where an item is not covered under a support contract, the County is subject to Contractor and vendor charges, as applicable, to manage and resolve the support case.

(C) Problem Management

The table below includes information regarding Problem Management.

Item	Short Name	Definitions
1	Chronic Incidents	Upon discovery or notification of chronic hardware or software issues in the environment that have caused a service affecting outage or more than five (5) incidents in one month, Contractor shall create a problem management ticket.
2	Root Cause Analysis	Contractor will determine root cause and provide recommendation in writing for mitigation of chronic issue.
3	County Review	Upon receipt of recommendation for mitigation. County shall review the recommendation and provide in writing a decision to either accept or decline recommendations.

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4	County Review – Deny	If the recommendation is declined, the device and other services impacted will be supported on a "best effort" basis until the corrective action is executed.
5	County Review - Approve	If the recommendation is accepted, all parties will determine and mutually agree to terms of execution.
6	Service Level Objective	Contractor will have five business days to determine root cause and provide recommendation in writing for mitigation of chronic issue. Upon receipt of recommendation for mitigation, County shall have five business days to review the recommendation and provide in writing a decision to either accept or decline recommendations.

(D) Service Request Management

County end users are not permitted to contact Contractor directly with issues or service requests. The County's help desk or authorized IT staff may submit service requests through the following methods:

- Email
- Telephone

7.8.1 Root Cause Analysis

The information within the table below describes the root cause analysis process.

Item	Short Name	Definitions
1	Root Cause Analysis	If warranted by the situation, Contractor will perform root-cause analysis to identify the true cause of the alarm, outage, performance problem, etc. The goal of root cause analysis is to determine which preventive measures, if any, can be taken so the event does not re-occur. Configuration changes, process improvement opportunities, or training needs may be identified during root-cause analysis. Upon County request Contractor will have five (5) days to provide a Draft Root Cause Analysis (RCA).

7.8.2 Out of Scope Items

The items below are out of scope for this Supplement. If additional services are required, contact Contractor. The County will be responsible for time and materials cost as outlined in Addendum 2 – Service Pricing Table.

Item	Short Name	Definitions
1	Scope of Engagement	County is responsible for any items not explicitly listed in this SOW. Changes to the SOW may require a PCR and will require a contract amendment prior to Contractor performing additional work.

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Item	Short Name	Definitions
2	End User Support	End user help-desk support / single user issues.
3	3rd Party Applications	Troubleshooting of third-party applications that are not a part of the Contractor solution offering that is provided.
4	Application Support	Application support of non-supported applications.
5	Application Installation	Application installation of non-supported applications.
6	Network Design	Network design, including Quality of Service (QoS) is out of scope.

8. FAILED CONNECTIVITY OR DEFAULT HARDWARE.

8.1 Contractor will make every attempt to address any reported trouble in relation to failed Equipment or County reported issues with connectivity to the managed network, as applicable. Non-Contractor provided Internet service failure is not within the scope of the Managed Network Service and must be resolved directly with the applicable internet service provider. Contractor will work with a designated technical resource allocated by County to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students who are not employed by County, guests or faculty are not supported by Contractor. Contractor makes no representations and assumes no liability for connectivity issues related to end user limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or Contractor network congestion.

9. REMEDIES.

9.1 Under no circumstance shall Contractor be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) installation of the Equipment and/or Fioptrics (ii) use of the Network Service or County's ability to use the Network Service; (iii) access to the Internet or any part thereof; (iv) County's reliance on or use of information, services or merchandise provided on or through the Network Service; (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Network Service; (vi) the site survey process; or (vii) security incidents, breaches of data, unauthorized access to the County network, or denial of service attacks. This limitation of liability applies only to the services described in this Exhibit.

10. COUNTY OBLIGATIONS; ACCEPTABLE USE / PROHIBITED ACTIVITIES.

10.1 Repair

Prior to requesting repair service from Contractor, County will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the SD-WAN Service is a result of the County's equipment or facilities. County shall be responsible for any such trouble resulting from County's equipment or facilities. County will cooperate with any joint testing of the SD-WAN Service reasonably requested by Contractor.

10.2 Site Readiness Document

County agrees to provide Contractor with a completed "Site Readiness Document" and confirm its County-provided information via signature in advance of Service Activation.

11. LIMITED LIABILITY

11.1 In addition to the Limitations of Liability set forth in the Contract, the County agrees Contractor will not be liable to County in the event an unknown source originating from the Internet causes harm to County or any Contractor Internet user of this SD-WAN Service, (ii) in the event of harm arising from an Unknown Attack, (iii) if a user's security profile allows known harmful content to reach its private enterprise space, (iv) harm results from a device that is infected at the time the SD-WAN Service is activated, or (v) or harm resulting from an attack by an acceptably privileged insider. Notwithstanding the foregoing, Contractor shall employ its best efforts to protect the County's network from Unknown Attacks. As used herein, "Unknown Attack" means an attack method that has not been published by the Security Technology Industry as of the most recent update to the County's Edge Appliance.

12. TERMINATION; TERMINATION CHARGES.

12.1 If County terminates the SD-WAN Service for convenience or for reasons other than Contractor's breach of this Agreement prior to the expiration of the then-current Term, County will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which County would have been responsible if County had not terminated prior to the expiration of the then-current Term. County may also be obligated to pay Equipment Non-Return or Equipment Removal fees and any out-of-pocket third party charges Contractor incurs as a result of the termination.

13. THIRD PARTY TERMS.

13.1 To the extent that any products or services provided under this Supplement are governed by any third party terms (e.g. an end user license agreement), then such terms shall be in addition to the terms of this Supplement and County shall be responsible for complying with those terms.

EXHIBIT VI

Section 1: Webex Supplemental Terms**1.1 Webex Service Definition**

Contractor is providing County with the ability to access Cisco Webex Web Conferencing Services, including Cisco Webex Meetings and Cisco Webex Teams. Webex also includes audio conferencing options as defined herein that are fully integrated with Cisco Webex Web Conferencing Services. These Webex services shall be known as “Webex Services”.

1.2 Term

The initial term of service for the Webex Service will be the number of months of the Initial Term provided in Section 1 of this Service Agreement, will commence on the date that Contractor first invoices County for the Service, and will remain in effect unless earlier terminated pursuant to the terms herein, or until the Initial Term has been terminated or expires, whichever is last to occur (“Webex Initial Term”). The Service will automatically renew for twelve (12) month periods (“Webex Renewal Term”) unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then-current term. In no event may the term of the Webex Service extend beyond the term of the Contract. “Webex Term” shall mean collectively Initial and/or Renewal Term.

Notwithstanding the foregoing, Contractor reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to County, during which time County shall have the right to terminate the Agreement, without incurring termination charges, if County does not agree to stated rate adjustment. In the event County does not provide written notice of termination during the sixty (60) day period, County shall be deemed to accept the rate adjustment.

1.3 Service Offering Details**1.3.1 Definitions**

- Webex Meetings – Web conferencing and meeting solution that delivers real-time meeting and event services,
- Webex Teams – team collaboration application that allows team work spaces, secure messaging, file sharing, white board capabilities, meetings and calling.
- Knowledge Workers – an employee or contractor who utilizes a computing device as part of their job duties.

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- Bridge Country Call Back – provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the United States. Available as a fixed monthly rate or as a per min usage rate.
- Global Call Back – provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the then-current predefined countries list. Available as a fixed monthly rate or as a per min usage rate.
- Bridge Country Toll Free Call-In – Toll free access for users to dial into a Webex from within the United States. Bills at a per minute rate.
- Global Toll Free Call-In – Toll free access for users to dial into a Webex from pre-approved country list. Bills at a per minute rate.
- Cloud Audio Ports – Concurrent call paths which County will utilize for audio conferencing.

1.3.2 Webex Licenses

Webex requires a License for the Service to function. Webex Licenses can be obtained as follows:

1. **Named User** – Licenses are assigned on an individual basis and may not be shared or used by anyone other than the employee that it is assigned to. Available quantities to purchase from 1 to 249.
2. **Enterprise Agreement (EA) User** – requires that subscription licensing must be purchased for all Knowledge Workers within County's organization. Minimum subscription quantity of two hundred fifty (250) licenses.
3. **Active User (AU)** – Provides full Knowledge Worker provisioning while only requiring the license purchase of those users that actively host a meeting. Initially calculated as fifteen (15) percent of County's Knowledge Worker count. At end the of the twelfth (12) service month, Contractor will take the average usage from months nine (9), ten (10) and eleven (11). If County's usage surpasses 15% of Knowledge Workers, Contractor will invoice County at the revised rate for the following twelve (12) month term. If County's usage is at or below 15% of Knowledge Work base, Contractor shall continue to invoice at the 15% threshold. Minimum subscription quantity of forty (40) licenses.

NOTE: County is not able to subscribe to Active User and Enterprise Agreement User at the same time.

1.3.3 Audio Options

Audio conferencing can be connected via Integrated VoIP calling using an application on a user's computer or mobile device or via Cloud Connected Audio. Webex comes with two (2) Cloud Connected Audio options that natively integrate into Webex and provides internal and external users with audio connectivity to Webex Meetings: either Cisco Audio or Contractor Cloud Connected Audio.

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A single call-in number is provided to enable participants to join a Cisco Webex online meeting. The service includes Toll and Toll free, billed at a per minute rate, to provide access for audio conferencing.

1.3.3.1 Cisco Audio

County may select an audio connection that uses Cisco for PSTN connectivity. Cisco Audio offers the following additional audio options at an additional cost:

- Bridge Country Call Back
- Global Call Back
- Bridge Country Toll Free Call-In
- Global Toll Free Call-In

1.3.3.2 Contractor Cloud Connected Audio

Alternatively, County may select an audio connection that uses Contractor provided PSTN connectivity via Cloud Audio Ports. County Customers that have Contractor voice service can integrate their Webex calling with their Contractor voice service. This allows County to keep Webex voice traffic on-network. For any off-network utilization, County will use the long-distance calling plan associated with their Contractor voice service. Contractor Cloud Connected Audio includes Bridge Country Call Back at no additional monthly fee and Bridge Country Toll Free Call-In, billed at a per minute rate.

1.4 County Responsibilities

County shall be solely responsible for all access to the Audio/Web Conferencing Service (hereinafter "Service") through County's own local or long distance carrier as applicable. County agrees to comply with Contractor's policies respecting the Service as provided from time to time, or to which you are directed when using the Service. While using the Service, County shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or Contractor's policies. In addition, without incurring liability, Contractor may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

1.4.1 Suspension or Restriction of Services

Contractor may suspend or restrict the use of Service at any time if (i) the operations or efficiency of the Service is impaired by the use of the Account; or (ii) any amount is past due from County to Contractor; or (iii) there has been or is any breach of these Terms.

Contractor shall have no responsibility to notify any third party of such termination or suspension. Any termination of this Exhibit shall not relieve County from termination charges or any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective.

1.5 Limitation of Liability

In the event of any breach by Contractor, its affiliates or its agents including any breach of a fundamental term or any negligence solely for Webex Services under this Exhibit, County's exclusive remedy shall be to receive from Contractor payment for actual and direct damages to the lesser of an amount equal to the charges paid hereunder by County to Contractor in the last three (3) months, or to a refund of charges for the affected Service proportionate to the length of time the problem existed.

**EXHIBIT VII
LICENSE FOR USE OF COUNTY SERVICEMARK**

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically: relating to the scope of work in this contract.

The Mark may be used on: (Applicable if Checked):

- ☒ Printed materials
- ☒ Electronic materials
- ☒ Contractor's website: www.cbts.com

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

OAKLAND COUNTY SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN LOGO BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication**. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	347
CMYK	84.15.78.2
RGB	0.154.102
HEX	#009A66

PMS	Black C
CMYK	0.0.0.100
RGB	0.0.0
HEX	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Destination Oakland Blue
PMS 2025 CMYK 85.21.0.0 RGB 0.158.222



Prosper Orange
PMS 715 CMYK 0.54.87.0 RGB 246.141.46



WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com



Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

G2G MARKET PLACE SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

G2G MARKET PLACE

Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.



LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".

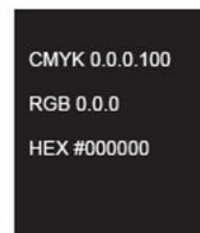


MINIMUM LOGO SIZE



Minimum logo width 3 inches
and height is 1 inch.

COLORS



COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.



LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.



Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the exoress consent of Countv.

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**EXHIBIT VIII
ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS**

I, _____, acknowledge that I am an employee or subcontractor of
(Name of Contractor's Company): _____

(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.
-

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

(Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office-Purchasing Unit – Purchasing@oakgov.com.)

EXHIBIT IX
SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Introduction

1.1. Contractor shall:

- 1.1.1.** Provide a Hosted Enterprise Unified Communications ("**HEUC**") system that is fully hosted and managed by Contractor and its affiliates. HEUC is designed to provide enterprise-grade voice, video, and business communications services hereinafter known as HEUC Services.
- 1.1.2.** Provide firmware updates and preventative maintenance in accordance with the manufacturer's suggested schedule or at Contractor's reasonable discretion for all Contractor Provided Equipment and for any County-purchased Voice over Internet Protocol ("VoIP") endpoints mutually agreed upon by the Parties in the approved Design Document detailed in Section 3.6.2.3. "Contractor Provided Equipment" shall mean the equipment and hardware that Contractor provides to the County to enable the County to utilize the HEUC Services which includes the desktop phones and conference room phones, and the ancillary equipment needed for them to function such as included jumper cables, as well as Contractor's routers and servers.
- 1.1.3.** Provide software updates, patches and support for all covered hardware and software as set forth below for Contractor Provided Equipment or at Contractor's reasonable discretion.
- 1.1.4.** HEUC Services will provide County with the following features:
 - 1.1.4.1.** Multiple Primary and Bolt-On (à la carte) Profile options to meet County's needs.
 - 1.1.4.2.** Local and long-distance telephone service.
 - 1.1.4.3.** Access to the HEUC Services cloud which includes:
 - 1.1.4.3.1.** HEUC Services County applications
 - 1.1.4.3.2.** The Public Switched Telephone Network ("PSTN") via Session Initiation Protocol ("SIP")
 - 1.1.4.3.3.** The Internet for signaling and media traffic for collaboration applications such as instant messaging, softphones, and handsets, with support for mobile and remote access to connect to the HEUC Services infrastructure without requiring VPN connectivity.
 - 1.1.4.3.4.** Note: Voice services over public Internet via mobile and remote access is only intended for individual users and not intended for multiple users at a single County location.
 - 1.1.4.3.5.** System management and monitoring tools.
 - 1.1.4.3.6.** Ability to provide additional managed services in the future, subject to a Project Change Request ("PCR") as defined in Section 5.

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1.1.5. Evaluate existing County telephony devices and software, and provide a recommendation for County’s telecom needs, including devices, software and virtual training, for each department identified by County.

1.1.5.1. As agreed, upon in the Deliverables, design and install new Contractor Provided Equipment and software, and/or provide enhancements to currently existing devices and software.

1.1.5.2. Subject to a Project Change Request, provide price proposals and quotes for the supply of new and replacement Contractor Provided Equipment and software, and provide quotes for the labor associated with the professional services needed to install, configure and test the Contractor Provided Equipment and software. County is required to review and approve all price and labor quotes prior to Contractor purchasing or implementing Contractor Provided Equipment and software.

1.1.5.3. Provide virtual training for individuals designated by County.

1.1.5.4. Provide basic troubleshooting documentation and end-user documentation.

1.2. Items in 1.1 shall be known as the “**Project**”.

2. System Features

The system provided by Contractor shall include the following:

2.1. Primary Profiles

2.1.1. HEUC Services can be utilized with a Primary Profile or a Bolt-On Profile. A Primary Profile is to be used for a phone, while a Bolt-On Profile enables use of other services (for example, call forwarding or traffic switching functions). The Contractor platform provides categories of profiles, each with an associated set of features and monthly cost meant to meet County needs. Contractor shall enable the HEUC Services with the primary profiles indicated in the table below:

Features	Primary Profiles				
	Standard	Foundation	Basic	Analog (Essential)	Room Based Video
Advanced Managed Services and Support 365x24x7	X	X	X	X	X
Call Control	X	X	X	X	X
Caller ID	X	X	X	X	X
Local and Long Distance (LD)	X	X	X	X	X
Direct-Inward-Dial (DID) ¹	X	X	X	X	X
E911	X	X	X	X	X

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Features	Primary Profiles				
	Standard	Foundation	Basic	Analog (Essential)	Room Based Video
Call Detail Reporting	X	X	X	X	X
Instant Messaging and Presence (Jabber)	X	X	X		
Extension Mobility	X	X	X		
Mass Notifications	X	X	X		
Person-2-person Video Calls ²	X	X			X
Single Number Reach	X	X			
Voicemail	X				
Unified Messaging	X				
Desktop IP Phone	X	X	X		
Personal Video Endpoint	X	X			
Desktop Softphone (Jabber)	X	X			
Tablet Softphone - Android/iPad (Jabber)	X	X			
Smartphone Client - Android (Jabber)	X	X			
Smartphone Client - iPhone (Jabber)	X	X			
Analog Endpoint				X	
Supported devices	Cisco IP Phones ⁴	Cisco IP Phones ⁴	Cisco IP Phone 7811, 7821	Analog	MX, C, SX Series and Telepresence ⁴
devices per profile ³	10	1	1	1	1

¹ Primary Profiles come with extension numbers that may be associated with a designated Direct Inward Dial (DID) number. The cost of a single DID, including porting the number to Contractor, is included in the monthly profile cost.

² Video calls between (2) two users on County LAN.

³ All device types count towards total devices per profile.

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⁴ Any Cisco Internet Protocol (“IP”) phones that have not reached End of Support by the manufacturer or still provide native registration and HEUC Services functionality are supported on the HEUC system.

Note: Should County not reach the Minimum Primary Profiles Commitment defined in Pricing Section 14.5.1, County will be responsible for 100% of the balance of the unassigned profiles at the Standard Primary Profile cost defined in the Pricing Section 14.5.1. County shall have 90 days to review and amend their Minimum Commitment of Primary Profiles after HEUC Service(s) is fully implemented. Additionally, upon County’s request, County may review and amend their Minimum Commitment level on an annual basis on their service anniversary date. Any revisions made to the Minimum Commitment level can change the price per Primary Profile

2.2. Bolt-On Profiles

2.2.1. Bolt-On Profiles are for special use case scenarios that may be needed to meet County requirements.

Note: Bolt-On Profiles do not count towards Minimum Primary Profiles Commitment.

Bolt-On Profiles	Description
Instant Messaging and Presence Only	This profile can be used to provide Instant Messaging and Presence Only functionality to a user that will not have a Primary Profile.
Voicemail Only	This profile can be used to provide a voicemail box that is either not a user’s primary voicemail box, is needed for a shared voicemail box as part of an Automated Attendant, or for other use needed by County. A DID can be provided with this profile if the voicemail box will be externally accessible.
Forward DID	This profile can be used to take an external DID and route to a Call Handler / Automated Attendant, a Call Center IVR/queue, an external Public Switched Telephone Network (“PSTN”) number, to a local extension or other use needed by County.
Additional DID	An Additional DID refers to a DID that is assigned to a Primary Profile in addition to the DID included in the cost of the Primary Profile. A Primary Profile can have multiple Additional DIDs but is limited by the physical buttons available on the associated device.

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Send address and additional location information such as floor or wing of floor to the Public Safety Answering Point (PSAP), if County maps locations to logical network addresses, other addressing / network identifiers, or by manual location identification.

2.3.1.1. Send an email and Short Message Service ("SMS") via email to alert floor wardens, security staff and others of an emergency event.**2.3.1.2.** Note: County must sign and return a "911 Service Description Acknowledgment" as a precondition to Service Activation of the emergency responder function. Contractor will perform configuration services at County's direction.**2.4. Mass Notification System****2.4.1.** Delivers basic and emergency communications through audio, text and images to HEUC Services phones, mobile phones, and on-site devices. With multiple ways to send and receive messages, the mass notification will meet all of County's paging and mass notification needs.**2.4.2.** Note: A paging gateway (not included) is required to be placed at any location sending or receiving mass audio notifications.**2.5. Call Detail Reporting (CDR)****2.5.1.** Web based tool to create and distribute customized reports.**2.5.2.** Perform inbound and outbound traffic analysis.**2.5.3.** Enable County to identify toll fraud and abuse.**2.5.4.** Measure productivity of call centers and individuals.**2.5.5.** Includes (12) months of Call Detail Report (CDR) retention.**2.6. Call Handlers / Auto Attendants****2.6.1.** Note: County may elect to utilize Forward DIDs in order to take an external DID and route to a Call Handler / Automated Attendant. Utilizing Forward DIDs has a correlating cost as outlined in Pricing Section 14.5.1 for the Bolt-On Profiles.**2.7. Local and Long Distance****2.7.1.** Each Primary Profile includes local calling and (70) seventy minutes of Long Distance (LD) calling per month to the County pool of LD minutes for each month.**2.7.2.** International rates are not included. The Long Distance Fees & International Rates (updated periodically) as defined on the Cincinnati Bell website (https://www.cincinnati-bell.com/County_support/product_support/long_distance/international_long_distance_rates/).**2.8. Reserved DIDs****2.8.1.** A reserved number is a DID that is generated and stored for future use (E.g., in a

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contiguous range), but has not been activated. The County can reserve a specific number or a range of numbers. No profiles are associated with these DIDs.

2.9. Customer Premise Equipment (CPEaaS)

- 2.9.1.** **"CPEaaS"** means Contractor-owned equipment and hardware provided to the County by Contractor to enable the County to utilize the Service(s). With respect to County phones and handsets, the Cisco routers provided for SRST or as analog gateways, any cards or modules provided in the routers or gateways, servers, licensing, cables and any other devices provided to County by Contractor as CPEaaS under this Contract. CPEaaS does not include County phones/handsets.
- 2.9.2.** CPEaaS within the Hosted Enterprise UC program enable customers to consume the service without owning the asset, allowing the customer to maintain an OpEx financial model. CBTS maintains ownership of the asset, and holds responsibility for hardware/software support, maintenance and licensing if applicable.
- 2.9.3.** During this term, CBTS and customer will be responsible per below:
- 2.9.3.1.** CBTS will maintain software version updates to ensure the asset remains at N-2. This means that the software version will be kept to no later than 2 versions from the most current.
- 2.9.3.2.** Software will be updated by CBTS in conjunction with notification and coordination with the customer to ensure compliance with customer change control process. Customer will be responsible for change coordination and communication to their users, as well as for providing access and acceptance testing.
- 2.9.3.3.** CBTS will ensure that hardware versions are maintained within support of vendors. Should vendors announce an End-of-Support (EoS) date that occurs within the Initial Term, CBTS will use reasonable efforts to replace this CPEaaS asset with the appropriate replacement.
- 2.9.3.4.** Hardware lifecycle will be tracked for eligibility on a per device basis and will be based on profile activation date of each device. Refresh can also be done on a per device basis, although each device will then be subject to a commitment equal to the length of the Initial Term.
- 2.9.4.** Note: Customer will provide appropriate rack space, power/UPS and cooling for all CBTS owned CPE. Only CBTS Hosted Enterprise UC applications can be resident on CBTS owned CPE.

3. Implementation Services

During the implementation phase of the Project, Contractor shall:

3.1. Service Implementation Overview

- 3.1.1.** Contractor will establish connectivity to the County's network environment and provision County's users on the Contractor HEUC Services based upon the orders from the County per the profile definitions in the Contract. The Project will be

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managed by a Contractor Project Manager in collaboration with the County's Project Manager. Additionally, the County Project Manager will be responsible for identifying internal County resources to assist in the implementation process. These responsibilities include, but are not limited to, the items listed in the Implementation Roles and Responsibilities Section 12.

- 3.1.2.** The implementation timeline will depend on a number of factors including but not limited to:
 - 3.1.2.1.** County's existing telephone numbers and desire to retain or get new telephone numbers (i.e., if Centrex, number of accounts/billing telephone numbers, or other related factors).
 - 3.1.2.2.** Grouping of users into [one or more] migration groups.
 - 3.1.2.3.** Status of environmental factors such as County network and facilities (e.g., number of ports available at end user locations), County's resource availability.
 - 3.1.2.4.** The Project is predicated on the County's network being ready to be utilized by CBTS to provide the HEUC Service(s) in CBTS's reasonable discretion and subject to PCR.

3.2. Project Management

- 3.2.1.** Contractor shall assign a Project Manager who is responsible for managing and overseeing all the implementation activities on behalf of Contractor. The PM will be the single point of contact from Contractor until implementation is complete.
 - 3.2.1.1.** The Contractor Project Manager shall be responsible for:
 - 3.2.1.1.1.** Conducting Project status meetings with Contractor teams and County as appropriate
 - 3.2.1.1.2.** Providing milestones status reports to County on a weekly basis
 - 3.2.1.1.3.** Managing contract change requests (PCRs) as described in the Contract

3.3. Kick-Off

- 3.3.1.** Conduct a kick-off meeting, which may be conducted on site or through a conference call, as agreed upon with the County to initiate the various activities described in this Scope of Services. The kick-off meeting shall include:
 - 3.3.1.1.** An introduction of individuals from the County and Contractor who will be involved in the Project and a review of roles and responsibilities of both Parties.
 - 3.3.1.2.** A discussion of County's needs and expectations.
 - 3.3.1.3.** A discussion of a tentative timeline for the Project.
 - 3.3.1.4.** A definition of any critical business schedules or deployment considerations that might impact the Project's timeline.

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- 3.3.1.5.** Identification of points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines for Contractor.

3.4. Information Gathering

Communicate with County to obtain all necessary information to successfully implement the Project. The Information Gathering Phase will define the functional and technical requirements for implementation. Contractor shall identify:

- 3.4.1.** The integrations required with other systems operated by the County, specifically Interactive Voice Response ("IVR"), Right Fax and analog integrations.
- 3.4.2.** The technical support that will be required during set-up through post-implementation.

- 3.5. Up-front Service Configuration; Statement of Work ("SOW") to define scope.** During the Design phase, Contractor will conduct a deep dive of County's network, systems, and environment to determine requirements. Contractor will create a "Requirements Design" document to outline the scope of work and estimated Non-Recurring Charge ("NRC") required to configure County's contact center. Contractor and County will in good faith negotiate from the Requirements Design document to a mutually agreeable SOW.

Following the execution of the SOW by County, Contractor will coordinate with County to create a "Design" document that will be used to guide implementation of County's contact center.

County may request changes to agreed-upon configuration or implementation subject to PCR.

3.6. Deliverables:

- 3.6.1.** County to provide Contractor physical access to County locations, existing telecom platform access, network access, and Active Directory credentials.
- 3.6.2.** Contractor shall provide County with the following Deliverables on a per site basis:
 - 3.6.2.1.** An **Initial Work Plan** that will describe the deployment and training strategies and will include input from the County.
 - 3.6.2.2.** A **Detailed Plan** including activities, tasks, roles, assignments and milestone dates when each department will go live. The Detailed Plan will be used by the Contractor and County to build the Project schedule with dates and an overview of the Deliverables. The Detailed Plan will be maintained and updated by Contractor on a continuous basis and provided to County for review after each update.
 - 3.6.2.3.** A **Design Document** that will identify the specifications, components and interfaces for what will be provided to each County department.
 - 3.6.2.3.1.** Contractor shall provide a design for a fully redundant diverse

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connectivity and provider system to multiple datacenters within the County.

- 3.6.2.3.2.** Contractor shall provide a design that is fully Federal Information Processing Standards (FIPS) 140-2 compliant for the County.
- 3.6.2.3.3.** Contractor shall provide a design that utilizes the County's identity management Active Directory (AD).
- 3.6.2.3.4.** Contractor shall provide specifications and collaborate with the County to design a system that utilizes the County's CISCO Campus Fabric (Software Defined Access) that meets Michigan's Automatic Location Identification E911 requirements.
- 3.6.2.3.5.** Contractor shall conduct interviews with internal County staff to jointly gather, develop, and finalize the technical requirements, and will ensure that any security gaps are identified in the Design Document.
- 3.6.2.3.6.** Contractor shall follow the County Enterprise Architecture Technical Design Review process which is identified in the County IT Resource Center Policies and Procedure Section to complete the Design Complete Milestone in Section 14.
- 3.6.2.3.7.** Contractor may not order Contractor Provided Equipment and software or begin implementation until it has obtained County's written approval of the final Design Document following the approval process for Deliverables described below.
- 3.6.2.4. A Specifications List**, which shall include:
 - 3.6.2.4.1.** The Device type, profile type, network connectivity and software specifications.
- 3.6.2.5. An Initial Quote / Proposal (all inclusive)** with bill of materials (based upon then known Project needs), roles and responsibilities that Contractor will review with the County and obtain approval by the County before purchasing.
- 3.6.2.6. A Communications Plan** that will be used by County and Contractor during the term of the Project to keep County users informed about the status of the implementation.
- 3.6.2.7. Status Reports**, as required by the County, at agreed upon intervals (e.g. weekly) that summarize the work completed by Contractor. These reports will be used to measure the efficiency, progress, performance and quality of the HEUC Services.
 - 3.6.2.7.1.** Conducting Project status meetings with Contractor teams and County as appropriate.
 - 3.6.2.7.2.** Providing milestones status reports to County on a weekly basis.

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3.6.2.7.3. Managing contract change requests (PCRs) as described in this Scope of Services.

3.6.2.8. County shall provide and maintain a contact list:

3.6.2.8.1. with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and

3.6.2.8.2. for change management authorization.

3.6.2.8.3. County shall identify points of contact with decision-making and approval authority.

3.6.2.9. **A Detailed Checklist** of the tasks County and Contractor need to perform to implement the HEUC Services.

3.6.2.10. **A User Acceptance Test Plan** that will be used for acceptance of each device and software installation/enhancement.

3.6.2.11. **A User Training Plan** on how to train end-users and administrators.

3.6.2.12. **A Closeout Notification Email** that will contain a summary of the Deliverables described in this section and provided by Contractor to County for final acceptance of the Project.

3.6.3. Deliverable Approval Process:

3.6.3.1. After County receives each of the following Deliverables: Detailed Plan, User Acceptance Test Plan, User Training and Transition Plan and, Closeout Notification, the County shall have ten (10) business days to review the Deliverable and notify Contractor if it is acceptable. After County receives the Design Document, the County shall have sixty (60) business days to review the Deliverable and notify Contractor if it is acceptable. If the Deliverable requires modifications, County shall provide Contractor with a written list of the sections in the Deliverable that need to be modified.

3.6.3.2. Upon receipt of the revised Deliverable, County shall have seven (7) business days to review the Deliverable and notify Contractor if the Deliverable is Acceptable. This process will continue until County provides written notice that each individual Deliverable is acceptable.

3.7. Configuration Planning

Work with County to confirm:

3.7.1. The device and software settings and functionality. Contractor will establish connectivity to the County's network environment and provision County's users on the Contractor HEUC Services based upon the orders from the County per the profile definitions in this Scope of Services.

3.7.2. Physical Site Readiness Assessment constitutes reviewing physical installation location(s) and environmental (rack space, power & cooling): for adequacy; for

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suitability or needs with respect to survivability, Analog Voice Gateway, and/or Customer Premises Equipment as a Service ("CPEaaS") (further defined above in Section 2.9); to verify that switch ports are available to support phones; to verify all phone locations have network connectivity and to identify any locations that require new Ethernet cabling; to verify all analog devices and their locations; and to review existing paging system, if applicable.

3.7.2.1. The output from a physical site readiness assessment will be focused on any site remediation activities that are required to be completed by either Contractor or the County (per responsibility acknowledged above) prior to scheduling the cutover.

3.7.3. The method of network installation. County must determine prior to installation whether to provide to Contractor all Media Access Control Addresses ("MAC Addresses") or a list of all IP addresses for the new Contractor Provided Equipment.

3.8. Installation and Configuration

3.8.1. Contractor shall provide specifications and collaborate with the County on what is needed to begin and complete the installation at each County site. Contractor will provide specifications required for successful implementation on all County communications, network connectivity, and construction requirements prior to installation of devices and software.

3.8.2. Contractor will be responsible to work with County, as outlined in the Deliverables Section 3.6, to collect the end user data necessary for Contractor to accurately configure the HEUC Services and configure the Contractor Provided Equipment and software per the design document.

3.8.3. Install the Contractor Provided Equipment and software.

3.8.4. Test the installed Contractor Provided Equipment and software (including settings and functionality).

3.9. User Acceptance Testing

3.9.1. Meet with County to review the status of the Contractor Provided Equipment and software implementation and review the User Acceptance Test Plans.

3.9.2. Ensure that final User Acceptance Test Plans will be based on configuration and requirements documents approved by County.

3.9.3. Use the User Acceptance Test Plans to demonstrate to County that the configurations were implemented correctly, and that the Contractor Provided Equipment and software are functioning and performing properly.

3.9.4. Firmware and software updates will be tested before implemented in the field.

3.10. Installation

3.10.1. Provide County with Contractor Provided Equipment and software as specified herein or in a contract amendment. Contractor shall establish connectivity to the County's network environment and provision County's users on the Contractor

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HEUC Services based upon the orders from the County per the profile definitions in this Scope of Services.

3.10.2. Provide County with detailed user guides that explains the features and functions of Contractor Provided Equipment and software configured and installed for the Project.

3.10.3. Remove and/or dispose of replaced Contractor Provided Equipment per County requirements and procedures.

4. Training

Contractor shall:

4.1. Provide one initial up to a half day of onsite training for all train the trainer staff identified by County to participate in hands-on training. Contractor will also provide a digital end-user training URL and any other digital training materials that Contractor provides to the end-users is free for the life of the contract.

4.2. Cover all primary functions and features of the Contractor Provided Equipment and software.

4.3. Provide training materials and reference links as agreed upon by County.

5. Project Change Request Process

There may be instances when the scope or requirements of the Project may need to be modified or the County will request a change to the Project scope. If this happens:

5.1. Project Change Request (PCR) will be created by the Contractor and presented to the County for County review and approval with effect that the proposed change will have on price, schedule, and other terms and conditions of this Scope of Services.

A PCR is the method for communicating changes to the system outlined in this Scope of Services. Contractor will review any PCRs with County to discuss the impact the change will have on the system, Deliverables, (Service Level Agreement ("SLA")), terms and conditions, and pricing. Both Parties will be required to either approve or reject the proposed change. If the PCR is agreed upon by both parties, it will be signed by County and Contractor to demonstrate agreement to the changes specified in the PCR. In the event of a conflict in terms, the PCR will be subordinate to the terms of this Scope of Services unless explicitly stated otherwise.

5.2. The PCR will indicate any proposed changes in the system or Deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.

5.3. Contractor may not perform any changes indicated in the PCR unless and until both Parties amend the Contract as required in the Contract.

6. Service Management and On-Going Support

6.1. Service Availability: Contractor shall provide telephone and on-line portals for support to approved County Information Technology (IT) personnel identified by County.

6.2. All labor, Contractor Provided Equipment and software that will entail additional costs to

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the County must be approved by the County in writing prior to resolving the service-related Incident or request and may also require a Contract amendment. “**Incident**” shall mean an unplanned interruption to the HEUC Service or reduction in the quality of the HEUC Service. Failure of the HEUC Service that has not yet impacted service availability or quality is also an Incident, for example failure of one disk from a mirror set.

- 6.3. Support Hours:** Services included in the Scope of Services will be performed in accordance with the hours stated in the table below.

Item	Short Name	Definitions
1.	Incident Support Hours	Support for Priority 1 and Priority 2 Incidents is 24 hours per day, 7 days a week, and 365 days a year. Support hours for all other Incidents and Service Requests are Normal Business Hours.
2.	Service Request Support Hours	Service Requests are performed during Normal Business Hours.
3.	Scheduled and Non-Business Hour Service Request	Scheduled and/or Service Request that need to be performed outside of Normal Business Hours, require additional resource planning, these requests will be exempt from SLA.
4.	Normal Business Hours	Defined as 8 A.M. to 5 P.M. EST Monday through Friday, excluding Holidays
5.	Normal Porting Hours	Defined as 8 A.M. to 6 P.M. EST Monday through Friday. Porting during weekends and Holidays is not available. County may request an early morning port (6 A.M. EST) Monday through Friday for a fee of \$500 per porting instance.
6.	Holidays	New Year's Day, Martin Luther King, Jr., Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day (collectively, the “Holidays”)
7.	Routine Maintenance Window for Contractor Support Systems	Upgrades and patches to Contractor support systems may be performed, if necessary, during maintenance windows on Saturday from 12:00 A.M. to 6:00 A.M. EST, Sunday from 12:00 A.M. to 06:00 A.M. EST, or Tuesday from 7 P.M. to 11:59 P.M. EST, except for emergency repairs that cannot wait for a scheduled maintenance window.

6.4. Problem Management

- 6.4.1.** A Problem is identified as a configuration item or service that has multiple similar Incidents. Once Contractor has identified a problem, determined cause, and developed a solution or work-around, Contractor expects to County to implement or approve implementation of the solution or work-around within 90 days. Failure to implement or approve an identified solution or workaround will exempt similar

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Incidents on the identified Configuration Item (CI) or Service from SLAs and the maximum priority for future related Incidents, as defined by this Service Agreement, will be classified as a Priority Two (2) Incident ticket.

6.5. Root Cause Analysis

6.5.1. If reasonably requested by County, Contractor will perform root-cause analysis to identify the true cause of an alarm, outage, performance problem, etc. The goal of root-cause analysis is to determine which preventive measures, if any, can be taken so the event does not re-occur. Configuration changes, process improvement opportunities, or training needs may be identified during root-cause analysis and may require a Project change request or additional expense. Upon County request Contractor will have 5 days to provide a draft root-cause analysis report.

6.6. Incident Management

Incident management is a process to restore normal Service(s) operation as quickly as possible and to minimize impact on business operations. Incidents are the result of Service failures or interruption. Incidents are assigned priorities based on the impact and urgency of the failure or interruption.

6.6.1. Contractor will respond to service-related Incidents and/or requests submitted by the County within the following time frames:

Incident Severity	Definition	Required Response Time	Time to Repair
Priority 1: Business Critical Incident	Any one of the criteria below with no business process work-around available: 1) Total Outage of Entire Service: Total outage of the entire Service. 2) Total Outage of Site During Business Hours: Total outage of an entire site during site's normal hours of operation. 3) Outage of Service within a Critical 24x7 Site: Outage of entire Service or outage of individual application within the Service at a Critical 24x7 site that presents a high business impact for the County as defined by the inability to perform a critical business function.	15 Minutes	Maximum of 4 hours

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Incident Severity	Definition	Required Response Time	Time to Repair
Priority 2: Urgent Incident	Any one of these criteria: 1) Total Outage of Site Outside of Business Hours: Total outage of an entire site outside of site's normal hours of operation. 2) Total Outage of Service Application: Outage of individual application within the Service. 3) Partial Outage of Service Application: Partial outage of individual application within the service.	30 Minutes	Maximum of 24 hours
Priority 3: Normal Incident	Any one of these criteria: 1) Performance or Efficiency Concerns: Incidents affecting the efficiency of the normal business operation or of an individual user. 2) Total Outage of Individual User: Incidents that impact a single end user.	30 Minutes	Maximum of 5 business days

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Incident Severity	Definition	Required Response Time	Time to Repair
Priority 4: Scheduled or Out of Scope Incident	Any one of these criteria: 1) An Incident that can be handled on a scheduled basis that extends beyond normal standard service level objectives. The Incident may require an extended resolution time but does not prohibit the execution of productive work. 2) Incidents related to non-standard or non-supported applications or hardware where there is no impact to County's critical business functions. 3) All Incidents requesting support outside the current contractual support hours. County will be charged for time and materials. 4) Out of scope requests. County will be charged for time and materials OR the County will be contacted by a sales representative and presented with an estimate. Once accepted, a mutually agreeable schedule will be developed by Contractor. Contractor will not act, until the County has accepted the time and materials rates or the estimate.	1 Hour	Maximum of 10 business days

6.6.2. The following assumptions are prerequisite for the Incident Management Service Level Objectives ("SLO"):

6.6.2.1. A County-provided resource must be available to approve configuration changes (e.g. emergency change approval).

6.6.2.2. For County owned equipment, a County-designated individual must be available immediately after an Incident to Contractor and all necessary equipment must be on-site to facilitate repair.

6.6.2.3. Hardware or HEUC Service must be monitored by Contractor for the Hardware or HEUC Service to be included in the SLO.

6.6.3. Priority Level Escalations

6.6.3.1. County may request a Priority Level Escalation for any Incident based on a critical impact to the business and/or business factors not mentioned in the

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Priority Definitions above. Contractor offers Priority Level Escalations as a value-added service at no additional charge to the County. For a Priority Level Escalation, the original Priority Level based its Priority Definition will be used for calculating the Service Level Attainment Percentage. If Priority Level Escalations exceed 10% of the total Incidents per month, for three (3) consecutive months, Contractor will communicate the overuse of Priority Level Escalations to the County. If Priority Level Escalations exceed 10% of the total Incidents per month, for three (3) consecutive months for a second time, Contractor may discontinue Priority Level Escalations as a value-added service at no additional charge to the County.

6.7. Incident Management Service Level Agreements

6.7.1. The Service Level Agreements below apply to Incident Management.

6.7.2. Incident Response Time SLA

6.7.2.1. Initiation, Measurement, and Closure: Response Time measurement begins when: An event is triggered by a Contractor monitoring system; when Contractor receives a telephone call placed by the County to the Contractor Enterprise Network Operations Center (ENOC) to notify Contractor of an event; or, when the County creates a numbered ticket on the Contractor Service Management Portal to report an event. Response time measurement ends when the Contractor Service Management tool has issued a numbered ticket. If multiple associated events are caused by a single Incident at approximately the same time, the Response Time measurement for those alarms (i.e., the multiple events) will be satisfied by the issuance of the first numbered ticket in the Contractor Service Management Tool.

If Response Time to an Incident fails to meet the applicable SLAs or SLOs (defined in Section 6.6.1, above) then that Incident will count against the Service Level Attainment percentage for the month.

Tickets will be reported in the calendar month that they are closed in the ticketing system.

6.7.2.2. Compliance Calculation: Response Time compliance for Service Level Attainment will be calculated, for a given month, as follows:

6.7.2.2.1. Service Level Agreement attainment percentage equals total Incidents meeting SLO for the month per priority level divided by the total number of Incidents for the month per priority level.

6.7.2.3. SLA Thresholds and Default: Based on the table below, if a Service Level Agreement attainment % drops below the minimum applicable to a priority level, then it results in one (1) Service Level Default for Contractor. "Service

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Level Default” means when the Minimum Service Level Attainment % falls below the levels defined below.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

6.7.2.4. Minimum Target: If the volume of tickets during the calendar month is less than ten (10) tickets, the calculation to determine compliance with this SLA described in the preceding paragraph will be modified as follows: Contractor may not miss more than one (1) Response Time SLO during the calendar month. In such circumstances, the results will be reported as the absolute number of missed tickets during the calendar month, instead of the percent of tickets missed.

6.7.3. Incident Repair Time SLA

6.7.3.1. Initiation and Closure: Repair time is a measurement of the amount of time it takes to restore HEUC Services for a given Incident. Repair Time measurement begins upon ticket creation in the Contractor Service Management Tool (i.e. ServiceNow). When Service has been restored then Repair Time measurement ends. Then, County will be notified by the Contractor Service Management Tool, by Contractor personnel, or County may view the status from within the Contractor Service Management Portal. County will have 48 hours to either validate the resolution or re-open the ticket as needed. Repair Time SLA measurement will continue upon the re-opening of the ticket. After 48 hours, the County will need to open a new ticket in the Contractor Service Management Tool.

If Repair Time for an Incident fails to meet the applicable SLAs or Service Level Objectives (“SLO”) then that Incident will count against the Service Level Agreement attainment percentage for the month.

Tickets will be reported in the month that they are closed in the ticketing system.

6.7.3.2. Compliance Calculation: Repair time compliance for service level attainment will be calculated, for a given month, as follows:

6.7.3.2.1. Service level attainment percentage equals total Incidents meeting SLO for the month per priority level divided by the total number of

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Incidents for the month per priority level.

- 6.7.3.3. SLA Thresholds and Default:** Based on the table below, if a Service Level Attainment % drops below the minimum applicable to a priority level, then it results in one (1) Service Level Default for Contractor.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	N/A

- 6.7.3.4. Minimum Target:** If the volume of tickets during the calendar month is less than ten (10) tickets, the calculation to determine compliance with this SLA described in the preceding paragraph will be modified as follows: Contractor may not miss more than one (1) Repair Time SLO during the calendar month. In such circumstances, the results will be reported as the absolute number of missed tickets during the calendar month, instead of the percent of tickets missed.

6.8. Service Request Management

Service request is a process by which Contractor will facilitate the County's requests to move, add, or change a supported Configuration Item contained within a Service or Services as described in this Scope of Services. The County's authorized staff may submit Service Requests by telephone placed to the Enterprise Network Operations Center ("ENOC"), or through the ENOC Portal.

6.8.1. Service Level Objectives

The following table describes the SLOs for Service Requests.

Request Type	Perform Time
Expedited	Begin work within 4 hours (Expedited Fee and After-hours charges will apply. Please see Section 14.6 Professional Services Rate Card).
Basic	2 business day.
Routine	5 business days.
Complex	10 business days.
Project	Requires a "Right to Engage" agreement for out-of-scope billable Service(s).

6.8.2. Service Request Definitions

The following table includes definitions of the Service Request types.

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Service Request Type	Definition
Expedited Request	An Expedited Request that requires completion sooner than the standard SLO due to a pressing need such as legal, regulatory, or other business requirements. The County may be charged for time and materials associated with expedited requests.
Basic Request	Requests that Contractor and County pre-approve for use as a Standard Catalog Request. (Requires 2 hours or less to plan, manage, test, and implement).
Routine Request	Requests that Contractor and County pre-approve for use as a Standard Catalog Request. (Requires 5 hours or less to plan, manage, test, and implement).
Complex Request	Requires less than 10 hours of work needed to plan, manage, test, and implement.
Project Request	Requires 10 or more hours and requires a change to the scope of the Scope of Services (PCR).

6.9. Service Request Management Service Level Agreements

6.9.1. The service level agreements below apply to the Service Request process.

6.9.2. Initiation and Closure: Perform Time is a measurement of the amount of time it takes to complete the work required for a Service Request. Perform Time measurement begins upon Service Request creation in the Contractor Service Management Tool. Once the Service Request has been completed, Perform Time measurement ends. County will be notified by the Service Management Tool, by Contractor employees, or they may view the status from within the Contractor Service Management Portal. Then, County will have 48 hours to validate the completion or re-open the Service Request as needed. Perform Time SLA measurement will continue upon the re-opening of Service Request. After 48 hours, County will need to open a new Service Request in the Contractor Service Management Tool.

If Perform Time for a Service Request fails to meet the applicable SLAs or SLOs then that Service Request will count against the Service Level Agreement attainment percentage for the month.

Service Request will be reported in the month that it is closed in the ticketing system.

6.9.3. Compliance Calculation: Perform Time compliance for Service Requests will be calculated, for a given month, as follows:

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Service Level Attainment percentage equals total service requests meeting SLO for the month per change type divided by the total number of service requests for the month per change type.

- 6.9.4. SLA Thresholds and Default:** Based on the table below, if a Service Level Attainment % drops below the minimum applicable to a change type, then it results in one (1) Service Level Default per change type.

Service Request Change Type	Minimum Service Level Attainment % MTTP
Basic	70%
Routine	70%
Complex (non-standard)	N/A

- 6.9.5. Minimum Target:** If the volume of tickets during a given calendar month is less than ten (10) Service Requests, the calculation to determine compliance with the SLA described in the preceding paragraph shall be modified as follows: Contractor may not miss more than one (1) Perform Time SLO during the calendar month. In such circumstances, the results will be reported as the absolute number of missed Service Requests during the calendar month, instead of the percent of service requests missed.

7. Service Initiation Requirements

- 7.1.** The table below includes County requirements for service initiation. As detailed below, County must:

Item	Short Name	Definitions
1.	Service Implementation - County Single Point of Contact (CSPOC)	Identify a single point of contact who will manage the County's completion of activities associated with the service implementation. The County CSPOC will work closely with the Contractor Project Manager.
2.	Site Requirements	<ul style="list-style-type: none"> Provide all facilities and site-prep as indicated in Contractor EHCS/EHCC Network Requirement Document Provide the appropriate access to offices, systems, passwords, accounts, IP addresses, and other information required by the Contractor engineer to perform Project work.

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Item	Short Name	Definitions
		<ol style="list-style-type: none"> 1. If escort or supervision of Contractor personnel is required, County will make such arrangements so there is no delay upon Contractor's arrival at County's site(s). County is responsible for all County site preparation activities necessary for any onsite installation. 2. If necessary, for the engagement, County will permit Contractor access to County's facilities and personnel, in accordance with County's normal security procedures. County will communicate such procedures in writing to Contractor prior to beginning such work. <ul style="list-style-type: none"> • Provide facilities to properly house County's systems with proper environmental controls and electrical connections (for example, an equipment room). Any warranty extended by Contractor's warranty may be voided at Contractor's discretion if County fails to provide adequate facilities which results in a situation where Contractor on-premises equipment cannot operate in a controlled environment (including all environmental specifications provided by the manufacturer). • Contractor defines the network facilities' point of demarcation to be in County's equipment room. For clarity, within the equipment room the placement of cross-connects (which are utilized at the Main Distribution Field (MDF) between any EHCS/EHCC demarcation devices) are on Contractor' side of the demark, while the trunk ports and the station and trunk terminations are on County's. Cross-connects in intermediate wire closets are the responsibility of County or its cabling vendor. • Provide and configure a DHCP server for IP address assignment and a TFTP/HTTP for the deployment of proper firmware to IP phones. • Be responsible for any additional materials and labor associated with cabling, terminal jacks, wiring, electrical requirements or terminations; or for special testing or contractor coordination requirements.
3.	Service Acceptance Testing	<ul style="list-style-type: none"> • County must participate in acceptance testing of the HEUC Services as reasonably requested by Contractor. • County will state in writing (via email) agreement that the HEUC Services are operational as defined by the acceptance testing.

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Item	Short Name	Definitions
		<ul style="list-style-type: none"> The Start-up Grace Period (further defined in Section 11.1) will not begin until Contractor receives written verification of Service Acceptance from County. Contractor will commence billing County upon completion of pre-work and porting, independent of status of HEUC Services Acceptance.

8. Release Management

8.1. HEUC Services Upgrades and Firmware: HEUC Services upgrades and firmware upgrades are provided at no additional cost to County on the platform. This includes both major and minor version release upgrades in addition to security and bug patching. Although most manufacturers release approximately 2 firmware upgrades per year, and 1 major release upgrade every 2 years, Contractor evaluate each upgrade based on security impacts and features. Contractor will not automatically apply every release, but instead evaluates the upgrades based on content and County requirements. County should expect 1-2 firmware updates per year, and 1 major release update every 2-3 years.

8.2. Major Releases and N-2: Contractor will use reasonable efforts to maintain the integrity of the operating systems and firmware of the hosted platform environment as well as the firmware of the hosted phones. Whereas the current release version is known as N and the prior major version of the software as N-1. Older versions of software are labelled as N-2, N-3, etc.). Whenever technically possible, the Contractor hosted platform will be at version no less than 2 major versions back from the current, non-.0, General Availability (GA). Contractor does not typically run what are referred to as .0 versions, (i.e. 10.0 vs 10.5). When a County's environment nears the N-2 threshold, Contractor will recommend the latest, tested and stable version, consult with the County on impact, and coordinate the upgrade effort.

8.3. Major VS. Minor Upgrades: Major and minor upgrades are considered under these conditions:

8.3.1. The application vendor releases major versions updates as a part of their application lifecycle management. Contractor then maps the platform's lifecycle to remain within N-2.

8.3.2. Minor releases and firmware upgrades are provided by vendors to support new features, bug fixes, and security vulnerabilities.

8.4. Three Ways an Upgrade is Selected: When upgrades become available, Contractor evaluates the content for bug fixes, security updates, and new features. Contractor executes a version testing process during which the new version is tested and validated in a non-production development environment.

8.4.1. Contractor may recommend this version to the County based on their requirements, specific security patches, new features or bug fixes.

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- 8.4.2. Contractor may recommend this version based on the N-2 threshold for the County's environment.
- 8.4.3. The County may request this update based on their specific requirements, new features, bug fixes, or security patches.
- 8.4.4. In each case, Contractor will coordinate with the County based on the Change Management Roles and Responsibilities outlined in this Scope of Services.

9. Service Level Penalties for Failure to Perform

If Contractor fails to meet the SLAs set forth in this Scope of Services (such failure as **Service Level Default**), it will incur financial penalties and County will receive billing credits as set forth below.

UNLESS Contractor's FAILURE TO MEET THE SLAs CONSTITUTES A "CRITICAL SERVICE FAILURE" (as defined in section 10.2, below), COUNTY'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

The SLAs become applicable when a configuration item or HEUC Services has completed the Contractor Service Transition process.

- 9.1. **Monthly Service Level Defaults:** Service Level Defaults will be summed together for the month and are cumulative across all Services provided to the County and across Incident priority levels.
- 9.2. **County Credits:** The County is entitled to a credit if Contractor has two (2) or more Service Level Defaults in any single month. Service credits will be issued by Contractor, based on the following table. If Contractor defaults and is obligated to issue County credit, Contractor will have the opportunity to earn back this credit. If the one month following the credit does not contain any Service Level Defaults, County agrees to forego 100% of the credit. If the credit is still due to County following this one-month grace period, the credit will appear on County's next monthly invoice.

Service Level Defaults	County Credit
0-1	0% of monthly service charge
2-3	5% of monthly service charge
4-5	10% of monthly service charge

- 9.3. Note: Maximum cumulative penalties not to exceed 10% of the monthly service charge. MRC associated to CPEaaS is excluded from the monthly service charge that is used to calculate a service credit.

10. Breach of Agreement for Critical Service Failure

- 10.1. Contractor and County agree that the occurrence of a Critical Service Failure will constitute a material breach of this Scope of Services.

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UNLESS Contractor's FAILURE TO MEET THE SLAs CONSTITUTES A CRITICAL SERVICE FAILURE, COUNTY'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

10.2. "Critical Service Failure" defined

10.2.1. During the Initial Term or any Renewal Term, six (6) Service Level Defaults in the aggregate in any period of three (3) consecutive months for any combination of the following two (2) Critical Service Levels (for example, x number of Service Level Defaults could be from subsection (1), and y from subsection (2)):

10.2.1.1. Incident Management Time to Repair - Priority 1;
Incident Management Time to Repair - Priority 2;
Or

If a Service includes provisions related to breach of the agreement for Critical Service Failure, then the formula specific to that Service.

11. Excused Performance: SLA Assumptions/Exceptions

11.1. Contractor will not be responsible for any Service Level Default and its performance shall be excused to the extent such Service Level Default is attributable to the assumptions or exceptions below:

Item	Assumption/Exception	Definitions
1.	SD-WAN as Primary Transport	For any County site that utilizes SD-WAN as the primary transport for the Service, the SLOs and SLAs for the Service will be those provided in the "Service, Incident, and Service Request Management" section of the SD-WAN Supplemental Terms, rather than those provided for the Service herein.
2.	Scheduled	Scheduled events at the request of any authorized County resource or convenience that goes beyond the SLA window.
3.	Facilities	Outages caused by facilities issues (equipment, power, air handlers, etc.).
4.	Responsibilities	Any outage caused by a County employee that has explicit responsibility; trouble tickets opened by County by mistake; any failure by County to perform its/their responsibilities under this Scope of Services or any other agreement with Contractor.
5.	County-Provided Maintenance	Lack of hardware and/or software maintenance after any applicable vendor warranty period expires.

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Item	Assumption/Exception	Definitions
6.	Start-up Grace Period	When Contractor has completed necessary preparations to provide the Service, County must execute Contractor's "Service Acceptance" document. SLAs will go in effect 45 days after the completion of Service Acceptance (as a ramp-up period for operations and reporting) or as mutually agreed upon between County and Contractor. Service will be offered on a "best-effort" basis during the ramp-up period. Note: The above SLAs will apply only to new requests submitted into the queue after 45 days from the date of Service Acceptance.
7.	Access to Systems	County will provide appropriate access to systems
8.	County Instructed Change	Outages that are caused by County-instructed Changes that are not approved by Contractor or third-party manufacturer.
9.	Infringement	Infringement of third-party proprietary rights by County, or County's vendors or subcontractors.
10.	Illegal Conduct	Willful misconduct or violation of law by County, or County's vendors or subcontractors.
11.	Force Majeure	Any Force Majeure event to the extent it impacts Contractor's ability to perform the Services
12.	County Connectivity to HEUC Cloud Access DMARC	Issue due to connectivity between County's network (LAN/WAN) and HEUC NNI OR Issue due to connectivity between County's network (LAN/WAN) LAN and HEUC Provided MPLS Router(s).
13.	End-of-Support Hardware	Issues due to County owned hardware that is used within HEUC that has passed the Last Day of Support by the manufacturer.
14.	Improper Environmental Controls	Adequate facilities for rack space, power and cooling are required for on-premises equipment. Issue due to improper environmental controls where equipment does not operate in a controlled environment including all environmental specifications provided by the manufacturer.

12. Roles and Responsibilities
12.1. Service Operations Roles and Responsibilities

Activities	Contractor	County
Submit Incident as defined in Service Request Management		X
Restoration and repair services as defined in Incident Management	X	

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Activities	Contractor	County
Escalate the priority of an Incident	X	X
Submit Service Request (MACD) as defined in Service Request Management Note: County must define configuration requirements		X
Complete Service Request	X	
Application support or installation of non-supported applications		X
Troubleshoot 3 rd party applications		X
Troubleshoot integration points from Hosted Enterprise Contact Center ("HECC") service to 3 rd party applications	X	
Participate in vendor meeting during troubleshooting of integration points from HEUC / HECC service to 3 rd party applications	X	X
Responsible for any County-owned 3 rd party carriers and circuits		X

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12.2. Change Management Roles and Responsibilities

Activities	Contractor	County
County submitted Service Request that only impact County's (single-tenant) environment Note: Contractor deems the Service Request as County approval		X
Contractor initiated change on County's (single-tenant) environment Note: Contractor will provide change details and expected impact to the County. Contractor will not complete the change until County provides authorization.	X	
County approval of Contractor initiated change on County's (single-tenant) environment Note: County will utilize their existing CAB or Change Management processes utilizing the details and expected impact provide by Contractor.		X
Contractor initiated change on multi-tenant HOSTED ENTERPRISE UC/HOSTED ENTERPRISE CONTACT CENTER environment Note: Contractor will provide a minimum of 48 hours prior notification that Contractor plans to utilize a predefined routine maintenance or emergency window. The notification will include details and expected impact.	X	
County submitted Service Request that may impact the Contractor multi-tenant HOSTED ENTERPRISE UC/HOSTED ENTERPRISE CONTACT CENTER environment Note: Contractor deems the Service Request as County approval, however, the change will be sent to Contractor CAB for review and approval	X	

12.3. Service Implementation Roles and Responsibilities

12.3.1. The table below describes the implementation activities and responsibilities between the County and Contractor. However, for cases where the County would like Contractor to complete any activities belonging to the County or for anything

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over and above what is stated below, a Project Change request (PCR) can be provided to the County which will describe the additional scope, cost, or schedule impacts (if any).

12.3.2. Much of the Project planning process will be a collaborative effort between Contractor and County. In many cases Contractor has created and will provide specific deliverables aimed at informing the County of HEUC capabilities and considerations while assembling a successful implementation plan. If any additional activities are discovered throughout the implementation services beyond the below, Contractor will determine the applicability of those activities to the scope of this Service Agreement and if a PCR is necessary to address said additional scope, cost, or schedule impacts (if any). There are several necessary activities which can be performed by either Contractor or County. These activities require a significant level of effort and expertise and greatly affect the success of an implementation. The responsibilities are listed in this section. The County selects which activities they will perform as part of the implementation based on their Project objectives and resource availability.

12.4. Acknowledgment of Any County Implementation Responsibilities

12.4.1. The purpose of this subsection is to confirm whether the implementation activities listed below are the County's or Contractor's responsibility. The assumption of responsibility for items in this subsection represents a critical variable in the formula Contractor has used to price the HEUC Service(s) as well as the timelines Contractor has agreed to. County understands and agrees to the "**Implementation** Timeline".

Design documents must be approved as specified in Section 3.6.2.3.6 and signed off on within sixty (60) days of County's receipt of Contractor "final proposed" design documents. Design documents will include, but are not limited to, Site Survivability, third party applications, analog devices, Primary and Optional Profiles and feature sets.

Activities	Contractor	County
County shall designate a Project Manager to support execution of this Project. County's Project Manager will: staff and manage County personnel to support the Project and enforce change control process; provide Contractor with access, equipment, and other resources needed to support the Project such as office space, and workstations; act as the focal point for resolution of Project related issues.		X

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Activities	Contractor	County
Perform Site Readiness Assessment	X	X
Contractor shall designate a Project Manager to manage the Contractor portion of the implementation Project	X	
Manage the County-related activities associated with the service implementation Project (CSPOC)		X
Assign County Project team members		X
Determine and approve the schedule and associated resource plan	X	X
Review the post-implementation Contractor operational support processes (Welcome Letter) with County	X	
Relay Contractor operational support processes (Welcome Letter) to any affected employees and align existing County processes to the Contractor support operations (if applicable)		X
Provide and review network requirements document with County	X	
Complete County-network and County-facilities readiness including Quality of Service (if applicable)		X
Provide existing County phone carrier account information for DID porting (if applicable)		X
Review County phone carrier account information for DID porting (if applicable)	X	
Review DID porting constraints with County (if applicable)	X	
Create and review Single vs. Multi Cut document with County	X	
Define cutover groups and priorities		X
Define end-user communication strategy and plan		X
Create and review HEUC billing options and mock-up bills with County	X	
Select HEUC billing option that is most preferred		X
Provide business and technical inputs to assist with requirements definition (E.g., 911, dial plan, LDAP integration, encryption, Interop, 3 rd party applications)		X
Provision the Contractor HEUC cloud environment	X	
Configure SIP integration(s) for supported 3 rd party application(s)	X	
Note: Requires use of HEUC Route-to-SIP-Trunk service		

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Activities	Contractor	County
Sign letter of authorization (LOA) for porting (if applicable)		X
Design and provision Cloud Access Connectivity	X	
Configure and ship MPLS County premise equipment (CPE) (if applicable)	X	
Install MPLS CPE at County location (if applicable)	X	
Receive and perform County-specific inventory process(es) for any equipment shipped to County location		X
Provide and review end user data collection process via Technical Assessment Workbook (TAW) with County	X	
Complete end user data collection process (TAW) with user-specific information per port event	X	
Manage port order per the County defined cutover groups and priorities	X	
Configure and test phones and profiles	X	
Ship phones to County location	X	
Storage of phones in secure location at County location		X
Review best practice methodology for training to end-users	X	
Provide access to interactive online digital end-point training	X	
Train on use of end points utilizing the interactive online digital end-point training		X
Provide additional end-user training to end-users (as described in Training section)	X	
Physical phone placement	X	
Test phones in environmental context (i.e., verify network and facilities readiness) prior to port / go live	X	X
Manage Contractor and overall Cutover / Port / Go live event(s)		
Note: Port is to occur during Normal Porting Hours. Requests for ports to occur after Normal Porting Hours will require a PCR. The cost for porting numbers after Normal Porting Hours can be up to \$500.00/hour.	X	

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Activities	Contractor	County
Contractor will pass through the charge from the carrier/carriers to the County.		
Manage County-related activities supporting a Cutover / Port / Go live event(s)		X
Removal old phones post-cutover per County requirements	X	
Disposal of old phones post-removal per County requirements	X	
Service Acceptance (County will sign off to indicate that the features and functions are working per the contract)		X
Manage direct inward dial (DIDs) numbers ported onto the HEUC platform	X	
Physically rack / stack any County premises hardware that will be configured within HEUC (County owned or CPEaaS)	X	
Remotely configure any County premises hardware and add to HEUC	X	
Provide any necessary voice recordings or music on hold files based on Contractor specifications in support of County's business requirements		X
Analog prep (cross-connects and cutover support)	X	
Provide business-related inputs to assist with requirements definition (E.g., 911, dial plan, LDAP integration, encryption, interop)		X
Provision the Contractor HEUC cloud environment and applications based on County requirements	X	

13. Hosted Enterprise Contact Center ("HECC") Service Description

HECC is a fully hosted and managed system that provides contact center functionality for the enterprise business. Service Offering Details

13.1. HECC service will provide County with the following:

- 13.1.1.** Web-based user interface for agents and supervisors
- 13.1.2.** Call queuing
- 13.1.3.** Omni-channel integration
- 13.1.4.** IVR license per agent
- 13.1.5.** Precision based routing
- 13.1.6.** Contact center analytics and reporting

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13.1.8. Please note: While “bursting” capability, which means providing the County ability to add incremental contact center agents on a temporary basis to accommodate seasonal needs, will automatically provide County with capacity as needed, Contractor recommends that County evaluate its “bursting” usage on an annual basis to determine whether its configuration is appropriate.

13.1.9. User Agent Profile

- 13.1.9.1.** This provides the County with the features listed above. The User Agent profile is per concurrent user. Each User Agent profile includes (1) Concurrent Inbound IVR Port. This provides the ability for each User Agent to be on a call with (1) caller in queue.
- 13.1.9.2.** Note: Should County not reach the Minimum User Agent Profiles Commitment defined in the HECC Pricing Section 14.5.3, County will be responsible for 100% of the balance of the unassigned profiles at the User Agent Profile cost defined in the HECC Pricing Section 14.5.3. County shall have 90 days to review and amend their Minimum Commitment of User Agent Profiles after service is fully implemented. Additionally, upon County’s request, County may review and amend their Minimum Commitment level on an annual basis on their service anniversary date. Any revisions made to the Minimum Commitment level can change the price per User Agent Profile.

13.2. Optional Service Features

13.2.1. HECC offers the following optional features which can be provisioned during initial Service implementation (i.e., during Design or Build phases) or via PCR post-implementation. All optional service features require a 60-month commitment.

13.2.2. Call Center Features

- 13.2.2.1.** Concurrent Inbound IVR Ports: This feature allows County to purchase incremental IVR licenses above the number of user agent profiles. In a situation where a contact center experiences call volume that exceeds the number of concurrent user-agent profiles, HECC will add IVR ports incrementally so that additional agents can handle projected total queue capacity. Specific configuration information will be determined and set by Contractor during the Design and Build phases. Consumption will be variable and invoiced in arrears.
- 13.2.2.2.** Concurrent Outbound Dialer Ports: This feature enables a contact center to simply and efficiently manage outbound dialer campaigns by adding incremental dialer ports to the baseline offering. Standard HECC configuration includes 100 outbound dialer ports, with additional Concurrent Dialer Licenses available upon request (i.e.,

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during initial Design or Build phase, or via PCR during the Term).

13.2.3. Workforce Optimization Features**13.2.3.1. Basic Call Recording**

13.2.3.1.1. Cloud-based audio call recording that can be integrated as a standalone offering to any Primary Profile. This feature will provide County a basic level recording and search. License is assigned based upon individual Named User. Basic Call Recording includes 50Gb of storage.

13.2.3.2. Call Recording - Quality Management

13.2.3.2.1. This expanded feature pack replaces the basic call recording feature set and is a valuable tool for managers and executives. Quality Management ("QM") adds a deeper layer of call monitoring and quality assurance by including functions for audio and screen recording, agent performance evaluation, and extensive reporting.

13.2.3.2.2. Manual and Automated Pause & Resume options are available but require scope and design efforts during the defined HECC Up-Front Service Configuration.

13.2.3.3. Workforce Management

13.2.3.3.1. Workforce management is a dashboard that provides call center supervisor(s) with strategic oversight to call volumes, trends and resource planning tools.

13.2.3.3.2. Forecast staffing levels based on volume and capacity.

13.2.3.3.3. Dynamic scheduling for a modern approach to staffing.

13.2.3.3.4. Align the agent's scheduling desires with the staffing needs of the business.

13.2.3.3.5. Preferred shift requests or agent preferences with supervisory oversight.

13.2.3.4. Call Analytics & Call Analytics W/ Transcription

13.2.3.4.1. Expanding on the basic or Quality Management ("QM") package, Call Analytics ("CA") includes four analytics features that enable managers and executives to analyze and act to improve their company's County interactions based on accumulated data in the contact center.

13.2.3.4.2. Phonetics speech analytics: enter key words to mine all recordings that contain the phrase; drastically improves overall search ability.

13.2.3.4.3. Desktop Analytics: gain insight into what applications the agent was using during the call.

13.2.3.4.4. Text Analytics: Like speech analytics, mine chat and email sessions based on key phrases to enable robust search ability based on key business drivers.

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13.2.3.4.5. Speech-to-Text (Transcription) speech analytics: Convert all recordings to text to allow managers to mine recordings based on key phrases and read call transcripts.

13.2.3.5. Call Recording Retention

13.2.3.5.1. Call Recording Retention available in 50Gb increments.

13.2.3.5.2. During Service Implementation, Contractor can help guide the County and will provide a calculator that will help determine the total storage potentially required based on number of agents, average talk time, number of calls per day and retention policy required. Storage will be provided in 50Gb increments on an as-needed basis.

13.3. "Burstable" Billing

Does Apply to:	Pricing Multiple:
User Agent Profiles	1.6x
All Optional Service Features	1.6x

13.4. Contact Center Service Implementation Roles and Responsibilities

13.4.1. The table below describes the implementation responsibilities of County and of Contractor. An "X" is placed in the column of the party that will be responsible for performing the task.

13.4.2. County may request Contractor assistance with any of these tasks via PCR.

Activities	Contractor	County
Configure User Agent	X	
Configure Contact Center Departments	X	
Configure Agent Desktop (Web Based)	X	
Provide detailed configuration of IVR scripting		X
Provide user requirements for configuration		X
Configure IVR and Precision routing	X	
Manage the service implementation Project	X	
Identify a County single point of contact (CSPOC) who will manage the County-related activities associated with the service implementation		X
Manage the County-related activities associated with the service implementation Project (CSPOC)		X
Review the post-implementation Contractor operational support processes (Welcome Letter) with County	X	
Relay Contractor operational support processes (e.g., Contractor		X

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Activities	Contractor	County
Welcome Letter) to any affected employees and align existing County processes to the Contractor support operations (if applicable)		
Provide & review network requirements document with County	X	
Complete County-network & County-facilities readiness Project(s) (if applicable)		X
Define cutover groups and priorities		X
Define end-user communication strategy & plan		X
Provide Contractor with explicit instructions that Contractor will perform whether included in the Service(s) or via PCR in support of County's data security, data privacy, or other regulatory or legal compliance needs.		X
Promptly notify Contractor via PCR of any changes in scope related to County's data security, data privacy, or other regulatory or legal compliance needs.		X
Create & review HECC billing options & mock-up bills with County	X	
Manage Contractor and overall Cutover / Port / Go live event(s)	X	
Manage County-related activities supporting a Cutover / Port / Go live event(s)		X
Configuration Acceptance (County will sign off on Contractor's proposed Consult and Design details in "Requirements Design" and "Design" documents)		X
Service Acceptance (County will sign off to indicate that the features and functions are working per the contract)		X

14. Pricing

14.1. Implementation Services: Contractor is charging County a Fixed Fee Price (FFP) for the implementation services and deliverables described in this Exhibit.

As indicated below the first payment is due at Project Start. For the remaining payments, Contractor will invoice County based on the completion and County's acceptance of the milestones listed below.

14.2. Deployment Complete Milestone is met when all Contractor Provided Equipment is installed, and final acceptance testing is completed.

14.3. Project Closure Milestone

14.3.1. At the completion of the Project, Contractor will perform a Project closure meeting either onsite or via WebEx. Contractor and the County will:

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- 14.3.1.1.** Review and transition the final Deliverables for the engagement.
- 14.3.1.2.** Review and transition Project objectives to ensure that they have been completed as outlined within this Scope of Services.
- 14.3.1.3.** Identify any follow-on items or actions that may be required or desired by the County.
- 14.3.1.4.** Contractor and County shall agree that this Project is complete once all items within this Scope of Services are complete. Upon County's acceptance of all equipment and Contractor's completion of knowledge transfer, training and post cutover tasks, Contractor will present County with all close out documentation. After Contractor conducting a closeout meeting with County and County's acceptance of the close out documentation County will confirm that the Project is complete.

Billing Milestone	Percentage	Amount
Project Start	10.00%	\$60,119.60
Design Complete	25.00%	\$ 150,299.00
Deployment Complete	50.00%	\$ 300,598.00
Project Closure	15.00%	\$ 90,179.40
Total		\$ 601,196.00

14.4. The above Fixed Fee Price covers the following Implementation Services:

- 14.4.1. Physical Site Readiness Assessment** - A "Physical Site Readiness Assessment" constitutes reviewing physical installation location(s) and environmentals (rack space, power & cooling): for adequacy; for suitability or needs with respect to Survivability, Analog Voice Gateway, and/or CPEaaS; to verify that switch ports are available to support phones; to verify all phone locations have network connectivity and to identify any locations that require new ethernet cabling; to verify all analog devices and their locations; and to review existing paging system, if applicable. The output from a Physical Site Readiness Assessment will be focused on any site remediation activities that are required to be completed by either Contractor or the County (per responsibility acknowledged above) prior to scheduling the cutover.
- 14.4.2. End User Data Collection** - The End-User Data Collection constitutes obtaining data exports from County Active Directory that includes name, email, network login, and phone number/extension, and an export of the current PBX system that has existing station related information.
- 14.4.3. Physical Rack / Stack** - The physical rack / stack of any County premises hardware that will be configured within HEUC (County owned or CPEaaS)

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14.4.4. Analog Wiring - Contractor has included the following materials in the above pricing: analog wire for cross-connects, Amphenol connector(s) with RJ21 and 110 or 66 blocks depending on County preference. For reference: A 24 port Analog Gateway requires 1 x 110 or 66 block and 1 x Amphenol connector. A 48 port Analog Gateway requires 1 x 110 or 66 block and 2 x Amphenol connectors. A 144 port Analog Gateway requires 3 x 110 or 66 blocks and 6 x Amphenol connectors. Pricing dependency: The location of the room where the on-premises Analog Gateways is racked in the same room where the existing analog wiring is terminated with available space for new 110 or 66 blocks.

14.4.5. Phone Placement - Contractor will utilize the CAT 5E cable included with the phone unless provided with an alternate cable from the County.

14.4.6. Phone Removal - The physical phone removal of each old phone

14.4.7. Phone Disposal - the physical phone disposal of each old phone.

14.5. Hosted Enterprise Unified Communications
14.5.1. Standard Features (Monthly Recurring Costs (MRC) and Non-Recurring Costs (NRC))

Minimum Primary Profiles Commitment	3,500	
Primary Profiles	MRC	NRC
Essential	\$11.00	\$0.00
Basic	\$13.00	\$0.00
Foundation	\$10.00	\$0.00
Standard	\$12.00	\$0.00
Room Based Video	\$46.00	\$0.00

Feature	MRC	NRC
Cloud Access Charge	\$2,800.00	\$0.00

Bolt-On Profiles	MRC	NRC
Instant Messaging and Presence Only	\$0.95	\$0.00
Voicemail Only	\$1.00	\$0.00
Forward DIDs	\$1.50	\$0.00
Additional DIDs	\$0.25	\$0.00

Local, Long Distance and Inbound Toll Free	MRC
Local Calling	Free
Long Distance Calling / Pool of 70 minutes per profile	Free

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Long Distance Calling / Greater than pool of 70 minutes per profile*	\$0.012 / minute
Inbound Toll Free	\$0.0135 / minute

Reserved DID (Not in Use)	MRC	NRC
Reserve DIDs	\$0.25	\$0.00

14.5.2. Optional Features

Analog Gateway - CPEaaS	MRC	NRC
Medium-Density Analog - CPE to support up to 24 analog ports	\$125.00	\$370.00
High-Density Analog - CPE to support up to 48 analog ports	\$326.71	\$555.00
High-Density Analog - CPE to support up to 144 analog ports	\$485.00	\$740.00
Low-Density Analog CPE to support up to 4 analog ports	\$26.79	\$92.50

Phones - CPEaaS	MRC	NRC
Cisco 7841	\$3.95	\$0
Cisco 7861	\$5.04	\$0
Cisco 8811	\$5.86	\$0
Cisco 8845 (Video)	\$6.22	\$0
Cisco 8851 (Non-Video)	\$7.31	\$0
Cisco 8861	\$9.36	\$0
Cisco 8865	\$11.16	\$0
Cisco 8821 Wireless Phone with Battery	\$6.30	\$0
Cisco 8821 Multi-charger	\$5.21	\$0
Cisco 8831 Conference Phone	\$17.76	\$0
Cisco Add on Module for 88xx	\$5.82	\$0
Cisco DX80	\$97.65	\$0
Cisco Spark Room Kit	\$306.52	\$0
Cisco Spark Room Kit +	\$431.44	\$0

Mass Audio Notification	MRC	NRC
Mass Audio Notifications - Paging Gateway	\$15.00	\$0.00

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County Owned	MRC	NRC
Cisco Gateway / Router or Cisco Analog Gateway**	\$90.00	\$100.00

** These fees are for adding the required initial cloud configuration to the device (NRC), then for registering the device to the cloud (MRC) if County owned equipment is in scope

Attendant Console	MRC	NRC
Attendant Console Advanced – Server based, per concurrent user	\$70.75	\$0
Attendant Console Standard – Client based, per individual user	\$29.90	\$0

Route to SIP Trunk (RTST)	MRC	NRC
RTST Call Paths, concurrent	\$19.00	\$0
RTST DIDs (per DID)	\$0.15	\$0
One Time Setup Fee	-	\$600

Calling Features	MRC	NRC
Call Recording	\$8.95	\$0
New Call Accounting (Call Accounting is included in base service with each profile)	\$0	\$0
E911 Real Time Notification (E911 and Mass notification is included in the base service with each profile)	\$0	\$0
E911 Zoning Application (E911 is included and Contractor will work with customers to identify zones based on a variety of factors)	\$0	\$0

Collaboration Unit Costs	List	Discount	Unit Cost
Collaborative Whiteboard			
Spark Board 55"	\$ 4,999.00	20%	\$3,999.20
Annual Maintenance	\$ 799.00	18%	\$655.18
MRC Subscription Charge	\$ 199.00	20%	\$159.20

14.5.3. HECC

Minimum User Agent Profiles Commitment	337
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User Agent Profile	MRC	NRC
Hosted Contact Center Agent	\$60.00	\$0.00
Professional Services to design and implement Hosted Enterprise Contact Center (one-time fee)	-\$0.00	\$0.00

14.5.4. Webex

Webex Licenses	MRC	NRC
Cisco Webex Meeting Active User (15% of County Knowledge Worker base)	\$9,924.00	\$0.00

14.5.5. SD-WAN

SD-WAN Bundles:	MRC
30 Mb SD-WAN Bundle	\$125.00
30 Mb High Availability Pair	\$200.00
50 Mb SD-WAN Bundle	\$175.00
50 Mb High Availability Pair	\$262.50
100 Mb SD-WAN Bundle	\$250.00
100 Mb High Availability Pair	\$375.00
200 Mb SD-WAN Bundle	\$450.00
200 Mb High Availability Pair	\$675.00
400 Mb SD-WAN Bundle	\$1,000.00
400 Mb High Availability Pair	\$1,500.00
1000 Mb SD-WAN Bundle	\$1,300.00
1000 Mb High Availability Pair	\$1,950.00
2000 Mb SD-WAN Bundle	\$1,500.00
2000 Mb High Availability Pair	\$2,250.00
Installation Charge (per site): \$349.99	

14.6. Optional Professional Services Rate Card

Description	Hourly Rate
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Monday-Friday 8AM-5PM EST	\$185.00
Monday-Friday After 5PM EST and Before 8AM EST	\$277.50
Weekends / Holidays	\$370.00

14.6.1. Note: If applicable, County will reimburse Contractor for actual travel expenses incurred. Contractor can provide fixed rate pricing based on a detailed review of the scope of work to be performed.

15. Billing

15.1. HECC invoices will consist of two document types: a summary of charges document, and a detail inventory of services consumed.

15.2. County may request changes to Contractor standard billing practices subject to PCR.

15.3. Cloud Access Charge will begin being invoiced thirty (30) days after circuits are installed at County's site(s).

15.4. County is entitled to a ramp-up period to meet the Minimum Primary Profiles Commitment, as detailed below upon acceptance of the system's Proof of Concept (POC) by the County. County will be billed at either the ramp scheduled rates below or actual installed Primary Profiles, whichever is greatest.

15.4.1. Pilot Site – must be implemented within ninety (90) days of Service Agreement execution

15.4.2. Beginning in month seven (7), County will have 25% of their Minimum Primary Profiles Commitment billed. (Minimum Primary Profiles Commitment number x Basic Profile rate x 25%)

15.4.3. Beginning in month twelve (12), County will have 60% of their Minimum Primary Profiles Commitment billed. (Minimum Primary Profiles Commitment number x Basic Profile rate x 60%)

15.4.4. Beginning in month twenty-four (24), County will have 100% of their Minimum Primary Profiles Commitment billed. (Minimum Primary Profiles Commitment number x Basic Profile rate x 100%)

15.5. HEUC bills will consist of two document types. If any additions beyond what is specified below are requested by the County, Contractor will determine the applicability of those changes to the Contract and if a PCR is necessary to address said additional scope, cost, or schedule impacts (if any).

15.5.1. Summary Bill

15.5.1.1. The summary bill contains the summary of the charge types and charges associated with each and has a simple total on one page. The summary bill will be in PDF format and will be available on the Cincinnati Bell MyAccount website which County will be granted access to in during the Project. County receives notifications when bills are available and may access and download the file.

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- 15.5.1.2.** Calls Through [date] or Charges Through [date] – this section will include any usage charges for voice traffic which most typically includes outbound interstate and intrastate long distance per the pricing in the contract. It'll show up as "Charges Through [date]" if the charges are zero and "Calls Through [date]" when the charges are greater than zero. This section could also include toll free inbound if applicable per the terms in the contract.
- 15.5.1.3.** Other charges and credits – most often this will include the Universal Service Fund (USF) and 911 charges for the period. Less often it could include any non-reoccurring charges (NRC) that are not specific to a DID, if applicable per the terms in the contract.
- 15.5.1.4.** HEUC Services – most often the bulk of the bill will be contained here; it is the monthly reoccurring charges (MRC) for the Primary Profiles, phones, or any other services billed by DID monthly. Less often it could include any non-reoccurring charges (NRC) that are specific to a DID.
- 15.5.1.5.** Federal tax – taxes will be imposed by federal government agencies depending upon County's tax-exemption status.
- 15.5.1.6.** State tax – taxes will be imposed by state government agencies depending upon County's tax-exemption status.
- 15.5.1.7.** Local tax – taxes will be imposed by local government agencies depending upon County's tax-exemption status.
- 15.5.1.8.** If administration fees are included these would fall under the other charges and credits line item.

15.5.2. Detailed County Files

- 15.5.2.1.** The detailed County files break down the summary bill into more detail. The detailed County files are in CSV format and will be stored on a Contractor secure FTP site where the County can login to download the files. The County is given two formatting options for the detailed billing files and may select from these depending on their business needs and their acceptance of the implications of each option. All profiles in the detailed County files will be represented by a user's username as the unique identifier.

15.5.2.2. Formatting Option 1 (Most Typical / Recommended)

- 15.5.2.2.1.** The County does not have any other departments, agencies, or other groups to whom they cross-charge for the portion of the HEUC Services they consume. Or, if they do have these kinds of groups to whom they cross-charge, the County maintains which DIDs belong to what internal-entities in their existing systems. This option is the least impact to the County since their current system or system(s) used to maintain the DID to group relationship can remain in place. See

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example screen shot of the information contained in the detailed billing file; a mock-up billing file can also be provided.

	D	E	F	G	H	M	N	
r	did	blank-field	bill_date	charge_description	charge_type	total	vendor_name	sta
i02	5552010000		2/5/2016	Single Concurrent Call Path	RECURRING	19 CBTS		
i02	5552010000		2/5/2016	SIP DID	RECURRING	0.25 CBTS		
i02	5552320201		2/5/2016	Foundation Plus Profile and CP-7811-K9	RECURRING	50 CBTS		
i02	5552320201		2/5/2016	CP-8831-K9	RECURRING	4.5 CBTS		
i02	5552320222		2/5/2016	Basic Profile and CP-7821-K9	RECURRING	104.93 CBTS		
i02	5552320618		2/5/2016	Standard Profile and CP-9971-C-K9	RECURRING	5.42 CBTS		
i02	5552320618		2/5/2016	CP-9971-C-CAM-K9	RECURRING	30.82 CBTS		
i02	5552320618		2/5/2016	CP-8845-K9	RECURRING	4.19 CBTS		
i02	5552320618		2/5/2016	CP-8851-K9	RECURRING	6.16 CBTS		
i02	5552320669		2/5/2016	Basic Profile and CP-6911-K9	RECURRING	104.93 CBTS		

Note:

charges and profile/phones in example are not reflective real information and instead are only intended to give one an idea of the formatting of how the information will be presented.

15.5.2.3. Formatting Option 2

15.5.2.3.1. The County has other departments, agencies, or other groups to whom they must cross-charge for the portion of the HEUC Services they consume. Another way to consider or describe this option is giving the County to bill in a limited “parent-child” fashion. For instance, the IT organization (parent) is invoiced, they pay for the HEUC Services on behalf of the other groups but must then cross-charge other internal entities (children) for the portion of the HEUC Services they consume for the period. The implication here for the County is that they would need to manage or maintain the accuracy of the DID to County-entity relationships and notify Contractor when and if there are any inaccuracies or changes that occur over time. See example screen shot of the information contained in the detailed billing file; a mock-up billing file can also be provided.

	D	E	F	G	H	M	N	
	did	sub-group	bill_date	charge_description	charge_type	total	vendor_name	st
!	5552010000	C459T9	2/5/2016	Single Concurrent Call Path	RECURRING	19 CBTS		
!	5552010000	C459T9	2/5/2016	SIP DID	RECURRING	0.25 CBTS		
!	5552320201	C459T9	2/5/2016	Foundation Plus Profile and CP-7811-K9	RECURRING	50 CBTS		
!	5552320201	D492Y2	2/5/2016	CP-8831-K9	RECURRING	4.5 CBTS		
!	5552320222	Y896X1	2/5/2016	Basic Profile and CP-7821-K9	RECURRING	104.93 CBTS		
!	5552320618	Y896X1	2/5/2016	Standard Profile and CP-9971-C-K9	RECURRING	5.42 CBTS		
!	5552320618	Y896X1	2/5/2016	CP-9971-C-CAM-K9	RECURRING	30.82 CBTS		
!	5552320618	Y896X1	2/5/2016	CP-8845-K9	RECURRING	4.19 CBTS		
!	5552320618	Y896X1	2/5/2016	CP-8851-K9	RECURRING	6.16 CBTS		
!	5552320669	Y896X1	2/5/2016	Basic Profile and CP-6911-K9	RECURRING	104.93 CBTS		

Note: charges and profile/phones in example are not reflective real information and instead is only intended to give one an idea of the formatting of how the information will be presented.



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16. Out of Scope

16.1. WAN/Wi-Fi services to be provided separately by AT&T

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Change Management – the process for controlling the lifecycle of all Changes. The primary objective of Change Management is to enable beneficial Changes to be made, with minimum disruption to IT services.

Configuration Item (CI) - Any component managed in order to deliver an IT Service. Information about each CI is recorded in a configuration record within the Configuration Management system and is maintained throughout its lifecycle by Configuration Management. CIs are under the control of Change Management.

Configuration Management - The process responsible for maintaining information about Configuration Items required to deliver an IT Service, including their relationships. This information is managed throughout the lifecycle of the CI. Configuration Management is part of an overall Service Asset and Configuration Management Process.

Project Change Request (PCR) - the addition, modification, or removal of anything that could influence the scope of IT services as defined in this Service Agreement.

Critical Business Function - Vital function (such as public safety, critical government services) without which a firm cannot operate or remain viable. If a critical business function is interrupted, a firm could suffer serious financial, legal, or other damages or penalties.

Event (record) - A Change of state which has significance for the management of a Configuration Item or Service. The term Event is also used to mean an alert or notification created by any IT service, Configuration Item, or monitoring tool. Events typically require IT operations personnel to take actions, and often lead to Incidents being logged.

Event Management - To filter and categorize Events and to decide on appropriate actions. Event Management is one of the main activities of Service Operations.

IMAC – Install, Move, Add, and Change – A modification of service, tracked through the **Service Request** Process.

Incident - An unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of an IT Service that has not yet impacted service availability or quality is also an Incident, for example failure of one disk from a mirror set.

Incident Management - the process for dealing with all Incidents; this can include failures, questions or queries reported by the users (usually via a telephone call to the Service Desk), by technical staff, or automatically detected and reported by Event monitoring tools.

interLATA – A call between two different **LATAs**. This is a call outside your local calling area and constitutes this call to be defined as **Long Distance (LD)**.

interstate – A call between two different states. Most of the time, this is an **interLATA** call.

intraLATA – A call within the same **LATA**. This is a call within your local calling area.

intrastate – A call within the same state. This can be an **intraLATA** or an **interLATA** call based on FCC defined **LATAs** within the state.

IT Service - A Service provided to one or more Customers, by an IT Service Provider. An IT Service is based on the use of Information Technology and supports the Customer's Business Process. An IT Service is made up from a combination of people, and technology and should be defined in a Service Level Agreement.

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LATA - Local Transport and Access Area which is a contiguous geographic area (or local calling area) as defined by the United States Federal Communications Commission (FCC).

Local call – An outbound **intraLATA** call.

Long Distance (LD) call – An outbound **interLATA** calls.

Priority Code - A simple code assigned to Incidents, Problems and Known Errors, indicating the seriousness of their effect on the quality of IT service.

Problem - A cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created.

Problem Management - To manage the lifecycle of all Problems. The primary objectives of Problem Management are to prevent Incidents from happening, and to minimize the impact of Incidents that cannot be prevented. Proactive Problem Management analyses Incident Records, and uses data collected by other IT Service Management processes to identify trends or significant Problems.

Repair Time - Repair Time is a measurement of the amount of time it takes to restore Service for a given Incident.

Service Design - An activity or process that identifies Requirements and then defines a solution that can meet these Requirements.

Service Request - A County request to move, add, or change a supported Configuration Item contained within a Service or Services.

Service Transition - A change in state, corresponding to a movement of an IT Service or other Configuration Item from one Lifecycle status to the next.

Service Operation - Day-to-day management of an IT Service, System, or other Configuration Item. Operation is also used to mean any pre-defined activity or transaction. For example, loading a magnetic tape, accepting money at a point of sale, or reading data from a disk drive.

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Appendix 2: Project Change Request Form

Project Change Request (PCR)

Customer Name:		Date:	
Change Request #:			
Statement of Work			
Project Name:			
Customer Contact:			
CBTS Contact:			
Detailed Description for Change and Pricing Impact			
Description of the change that is being requested			
<p style="text-align: center;">SAMPLE</p> <p>Note: no changes may be performed by Contractor until a Contract Amendment is executed.</p>			
Customer Approval			
Name:			
Title:			
Signature:			
Date:			

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EXHIBIT X

PPB MODEL AGREEMENT

CONTRACT NUMBER: XXXXXX

Contract Expiration Date: XX/XX/XXXX

Contract - NOT TO EXCEED AMOUNT \$ XX,XXX.XX

This "Contract" is made between the PARTICIPATING PUBLIC BODY, hereinafter called "PPB" and the "Contractor" as further described in the following Table. This Contract is modeled after Professional Services Contract Number _____, dated _____, between PPB and Contractor, as more fully described herein. In this Contract, either Contractor or the PPB may also be referred to individually as a "Party" or jointly as the "Parties".

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Purpose
- Section 2. Contract Definitions
- Section 3. Contract Term and Renewal
- Section 4. Contract Administration and Amendments
- Section 5. Contract Termination
- Section 6. Scope of Deliverables and Financial/Payment Obligations
- Section 7. Contractor's Warranties and Assurances
- Section 8. Indemnification; Liability
- Section 9. Contractor Provided Insurance
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. PPB Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT PURPOSE

- 1.1. After a competitive bidding and selection process by Oakland County, Contractor was chosen to provide services, described more fully in this Contract, to Oakland County. Contractor desires to extend the terms and conditions in this Contract to PPB, to enable it to make purchases from Contractor according to the terms herein.

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- 1.2. Oakland County shall not be a party to a contract between Contractor and a PPB. Oakland County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 1.3. PPB must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries.

§2. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 2.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding PPB designated holidays.
- 2.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the PPB or for which the PPB may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.4. **"Confidential Information"** means all information and data that the PPB is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the PPB's security.
- 2.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 2.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 2.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 2.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:
Exhibits (Applicable if Checked)
 - 2.8.1. ☒ Exhibit I: Contractor Insurance Requirements
 - 2.8.2. Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)

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- 2.8.3. ☒ Exhibit III: Requirements for Contractors with Access to PPB PII (Personally Identifiable Information)
- 2.8.4. ☒ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 2.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 2.8.6. ☒ Exhibit VI: CBTS SD-WAN Service End User Subscription Agreement; SD-WAN Supplemental Terms and Conditions; Webex Supplemental Terms
- 2.8.7. ☐ Exhibit VII:
- 2.8.8. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations (To be negotiated between PPB and Contractor)
- 2.9. **"Oakland County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees.
- 2.10. **"PPB Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the PPB; whether acting in their personal, representative, or official capacities. "PPB Agent" shall also include any person who was a "PPB Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 2.11. **"PPB Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the PPB, in connection with the Deliverables. To the extent provided in a Contract Document, PPB Data shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability Act (HIPPA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. PPB Data includes Confidential Information as defined in this Contract.
- 2.12. **"PPB Network"** means PPB owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of PPB hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 2.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 2.14. **"Deliverables"** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 2.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 2.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 2.18. **"G2G Marketplace Website"** means an Internet site used by Oakland County to provide information to PPBs about businesses providing services to Oakland County and agreements used by PPB and available to PPBs to procure services.

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- 2.19. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 2.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012. This applies only to Michigan PPBs.
- 2.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the PPB's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 2.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access Oakland County's G2G MarketPlace Website.
- 2.23. **"Proposal"** means Contractor's response or bid to the PPB's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.24. **"Purchase Order"** means the PPB's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.

§3. CONTRACT TERM AND RENEWAL

- 3.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 3.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 3.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized PPB Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **Contract and Purchase Order Issuance.** PPB shall issue this Contract and any Purchase Orders that may be required.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein. The Parties agree that any terms or conditions in the PPB's purchase order or other document issued by the PPB which are additional to or different than the terms and conditions in this Contract are not binding on Contractor, whether or not the additional or different terms would materially alter this Contract.

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- 4.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the PPB's Project Manager has no authority to amend this Contract.
- 4.4. **Contract Administrators.** The PPB shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The PPB's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The PPB's Contract Administrator(s) have no authority to amend this Contract.
- 4.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized PPB Agent.
- 4.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the PPB, undo any out-of-scope work that the PPB believes would adversely affect the PPB. If PPB owes Contractor a past due undisputed amount, Contractor may, in its discretion, cease to accept or process any direction to perform work that Contractor believes is a change in the Contract/Deliverables. Alternatively, Contractor may, in its sole discretion, require pre-payment from PPB to cover the cost of performing any direction to perform work that Contractor believes is a change in the Contract/Deliverables.
- 4.7. **Precedence of Contract Documents.** In the event of a conflict, unless a Contract Document provides otherwise, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

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§5. CONTRACT TERMINATION

- 5.1. **PPB Termination.** In addition to any other legal rights the PPB may have to terminate or cancel this Contract, the PPB may terminate the Contract as follows:
- 5.1.1. **Immediate Termination.** The PPB may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **Termination for Convenience.** Except as expressly provided in Section 5.1.3. below, PPB may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason (including convenience) without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 5.1.3. If PPB terminates any quantity of Service(s) for convenience prior to the end of the Initial Term for the Service(s), PPB is responsible for:
- (i) one hundred percent (100%) of all deferred payments (i.e., payments due for which Contractor permits PPB to postpone payment);
 - (ii) a pro-rata portion of any previously waived charges or fees substantiated by CBTS;
 - (iii) all outstanding undisputed amounts under all Contractor invoices; and
 - (iv) an early termination charge in an amount equal to the sum of:
 - a. the percentage amount indicated in the table below applicable to the month in which the PPB terminates; multiplied by
 - b. the average dollar amount of all monthly invoices to PPB for the trailing six-month period prior to month in which the PPB terminates; multiplied by
 - c. the number of months remaining in the Initial Term for the Service(s) terminated following the termination date.

PPB will pay such amounts owed and termination fees within thirty (30) days after the termination date.

Calculation Percentage for Early Termination Charge, by month of Term in which PPB terminates

Month	1-36	37-42	43-48	49-54	55-60
Percentage	100	94.2	89.7	84.3	78.5

5.2. **Contractor Termination; Suspension of Service.**

- 5.2.1. **Termination for Cause.** Contractor may terminate or cancel this Contract, in whole or in part, upon one hundred and eighty (180) days' notice to the PPB, if the PPB breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to

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cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the PPB.

- 5.2.2. If Contractor reasonably deems it necessary as a result of a substantiated concern relating to Contractor's networks or its provision of services to other customers, Contractor may at any time and without notice restrict or suspend the PPB's access to the Services. Contractor will use reasonable efforts to coordinate with PPB to mitigate the need for such restriction or suspension to the extent practicable.
- Contractor reserves the right to suspend performance of Services and/or suspend delivery of Products or Software if the PPB still owes an undisputed amount to Contractor that is sixty (60) calendar days past due, provided that Contractor has provided the PPB with no less than thirty (30) days' written notice of the date of the suspension. (For clarity and for example only, this means that in the context of an invoice being due on Day 45, Contractor could issue written notice at Day 105 and could suspend Service at Day 135.)
- 5.3. **PPB's Obligations Upon Termination.** The PPB's sole obligation in the event of termination or cancellation of this Contract is for payment of the early termination charges specified in Section 5.1.2. Under no circumstances shall the PPB be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract.
- 5.4. **Contractor's Obligations Upon Termination.** If the PPB terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the PPB may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, and property provided to Contractor by the PPB; (d) unless otherwise directed by the PPB, transfer title in and deliver to the PPB all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the PPB "As-Is", except to the extent the amounts paid by the PPB for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract. Contractor agrees to provide reasonable termination assistance to the PPB upon PPB's request at Contractor's then-current rates for ninety (90) days following the termination effective date.
- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the PPB terminates this Contract, then the PPB may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the PPB, in its sole judgment, deems expedient.

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248-858-0511 | purchasing@oakgov.com**§6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**

- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract. If less than all Scopes of Services are selected when the Contract is executed, an amendment to the Contract is required to add additional Exhibits (and their associated services).
- 6.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by PPB, if PPB Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect. If there are third party terms that PPB is required to accept, Contractor shall use its best effort to provide those terms to PPB prior to their use.
- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the PPB's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 6.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the PPB's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice and the PPB shall pay Contractor's invoices no later than forty-five (45) days from the invoice date. Invoices shall contain the following information: (a) PPB Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. To the extent PPB is not otherwise exempt, PPB will pay all applicable taxes, regulatory fees, interexchange carrier charges, and surcharges relating to the Deliverables (including but not limited to sales, use, value added, personal property, and (USF) other than taxes based on Contractor's net income). See Section 7.12.2. for PPB's tax-exempt status. The PPB shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the PPB shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor. If PPB does not make payment within sixty (60) days of receipt of a non-disputed invoice, Contractor shall have the right to terminate for cause.
- 6.5. **Overdue Payments.** Any payment not received from PPB by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Contractor's discretion, late charges at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 6.6. **Non-Payment of Suspension of Service.** If PPB's account is more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to

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any other rights or remedies it may have under this Contract or by law, Contractor reserves the right to suspend the HEUC Service upon thirty (30) days written notice, without liability to County, until such amounts are paid in full. Such notice shall clearly and prominently state that the HEUC Service **is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.**

- 6.7. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 6.8. **No Obligation for Penalties/Costs/Fines.** Neither Party shall be responsible for any cost, fee, fine, penalty, or indirect, special, incidental, consequential, exemplary or punitive damages incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.
- 6.9. **Suspension for Non-Payment.** Contractor reserves the right to suspend performance of Service and/or suspend delivery of Products or Software if the PPB still owes an undisputed amount to Contractor that is sixty (60) calendar days past due, provided that Contractor has provided the PPB with no less than thirty (30) days' written notice of the date of the suspension. (For clarity and for example only, this means that in the context of an invoice being due on Day 45, Contractor could issue written notice at Day 105 and could suspend Service at Day 135).
- 6.10. **Set-Off of PPB Costs.** If the PPB incurs any costs associated with the duties or obligations of Contractor under this Contract, then the PPB has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any PPB-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 6.11. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all PPB requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the PPB in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the PPB, if requested.

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- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the PPB, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the PPB shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the PPB.
- 7.7. **Contractor Employees.**
- 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the PPB's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the PPB's request provided that the PPB's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the PPB, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the PPB, Contractor Employees shall wear and display a PPB-provided identification badge at all times while working on PPB premises. Contractor shall return all PPB-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 7.7.5. **Background Checks.** At the PPB's request, Contractor Employees performing work under this Contract shall be subject to a background check by the PPB. The scope of the background check is at the discretion of the PPB and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the PPB and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Compliance with PPB Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the PPB's reasonable security and acceptable use

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policies for PPB property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the PPB shall provide such policies to Contractor.

- 7.7.7. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the PPB harmless for all Claims against the PPB by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 7.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the PPB, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the PPB.
- 7.8. **Acknowledgment of Independent Contractor Status.**
- 7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the PPB and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the PPB. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as PPB employees. Contractor shall ensure that Contractor Employees do not represent themselves as PPB employees.
- 7.8.3. **PPB Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any PPB employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan.
- 7.8.4. **PPB Reliance.** The PPB entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated

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relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

- 7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the PPB, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.10. **E-Verify.** Unless otherwise exempted, all service Contractors who wish to contract with the PPB to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 7.11. **Iran-Linked Business Certification.** For Michigan PPB's only: Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the PPB, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Taxes.**
- 7.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The PPB shall not be liable to or required to reimburse Contractor for any of Contractor's local, state, or federal taxes of any kind.
- 7.12.2. **PPB Tax-Exempt.** The PPB is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the PPB is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished within thirty (30) calendar days of the Effective Date of this Contract.
- 7.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 7.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:

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- 7.14.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be of good quality; (b) be adequately contained and packaged; and (c) conform to the specifications and descriptions contained in this Contract.
- 7.14.2. **Warranty of Title.** All goods conveyed to the PPB shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the PPB did not have knowledge of when the Contract was executed, and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.15. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires PPB Agents or the public to use a software application or to access a website (as detailed in a Contract Document), Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§8. INDEMNIFICATION; LIABILITY

- 8.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the PPB harmless from all Claims, incurred by or asserted against the PPB by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The PPB's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 8.2. **No Indemnification from the PPB.** Contractor shall have no rights against the PPB for indemnification, contribution, subrogation, or any other right to be reimbursed by the PPB, except as expressly provided herein.
- 8.3. **Limitation of Liability.** Except for indemnification and Claims resulting in personal injury, death, or damage to tangible property, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed five million dollars (\$5,000,000.00) for Claims occurring before Final Project Acceptance and not to exceed one million dollars (\$1,000,000.00) for Claims occurring on and after the date of Final Project Acceptance. Contractor's total liability for Contractor Indemnification provided for in Section 8.1 shall not exceed ten million dollars (\$10,000,000). **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THE CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT.** This

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limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

§9. CONTRACTOR PROVIDED INSURANCE

At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§10. INTELLECTUAL PROPERTY

- 10.1. **Contractor Use of PPB Licensed Software.** In order for Contractor to perform this Contract, the PPB may permit Contractor or Contractor Employees to access certain Software licensed to the PPB. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the PPB and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 10.2. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in PPB Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the PPB are works made for hire, created for, and owned exclusively by the PPB, unless otherwise specified in the Contract; (c) Contractor assigns to the PPB all rights and interest in PPB Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off PPB premises while performing this Contract or with the use of the time, material, or facilities of the PPB; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the PPB to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in PPB Intellectual Property to the County.
- 10.3. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for PPB the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by PPB with appropriate credits to PPB and reimburse PPB for any losses or costs incurred as a consequence of PPB ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information.

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Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the PPB prompt written notice of the impending disclosure; (b) provides reasonable assistance to the PPB in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the PPB, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

- §12. PPB DATA.** If, at the direction of the PPB, Contractor knowingly uses or possesses PPB Data in the performance of this Contract, then the following provisions contained in this section apply:
- 12.1. **Use of PPB Data.** Contractor and Contractor Employees shall have a limited license to PPB Data, including a license to collect, process, store, generate and display PPB Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available PPB Data for Contractor's own purposes or for the benefit of anyone other than the PPB, without the PPB's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of PPB Data.** Contractor or Contractor Employees shall notify the PPB's Chief Information Officer as soon as practicable but no later than three (3) business days of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of PPB Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach where responsibility of the breach lies with Contractor, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure PPB Data; (b) cooperate with the PPB in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the PPB; and (c) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the PPB. If Contractor uses or possesses PPB Data described in in Exhibit II (HIPPA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of PPB Data.
- 12.3. **Storage of PPB Data.** Contractor shall only store and process PPB Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees

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to store PPB Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access PPB Data remotely only as required to provide technical support.

- 12.4. **Requirements for PCI Data.** If PPB provides to Contractor, and Contractor possesses, stores, processes, or transmits PPB Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with the relevant control sections of PCI Data Security Standard (DSS) as agreed upon in an applicable Contract Document. Following initial discovery by the Parties in the form of a preliminary PCI assessment, Contractor shall provide the PPB with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard for the relevant control sections of PCI-DSS as defined in the applicable Contract Document(s). Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 12.5. **Response to Legal Request for PPB Data.** If the PPB receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide PPB Data held by Contractor, then Contractor shall provide PPB Data to the PPB, in a format directed by the PPB, within the time frame required by law.
- 12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the PPB's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return PPB Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of PPB Data as directed by PPB.
- §13. INFORMATION TECHNOLOGY STANDARDS** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 13.1. **PPB Standards.** If there are Contractor and Contractor Employees that will be given access to the PPB Network, Contractor and Contractor Employees shall comply with the PPB's technology use policies provided to Contractor prior to the start of work. Any updates to the policy will be reviewed by Contractor, with any changes to Contractor's duties or costs being re-negotiated by the Parties in good faith and giving Contractor reasonable time (30) days to implement any necessary controls not already in place.
- 13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the PPB Network or PPB Data as a result of or in connection with Contractor's provision of services, products, or software. Such measures shall be in accordance with security industry best practice and applicable laws and shall not be less stringent than the measures Contractor applies to protect its own data of a similar kind.
- §14. GENERAL TERMS AND CONDITIONS**
- 14.1. **Access to PPB Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use PPB property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the

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PPB, Contractor may only access and use PPB property and facilities for performance of this Contract on Business Days.

- 14.2. **Signs on PPB Property or Facilities.** Contractor shall not place any signs or advertisements on PPB property or facilities without the prior written permission of the PPB.
- 14.3. **Use of PPB Property or Facilities.** While performing this Contract, Contractor shall keep PPB property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the PPB's performance of its functions.
- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave PPB property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the PPB shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 14.5. **Damage to PPB Property or Facilities.** Contractor shall be responsible for any damage to any PPB property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the PPB shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the PPB for all costs associated with repairing and/or replacing the damaged property or facilities.
- 14.6. Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor Employees' personal property located, kept, or stored on or at PPB property or facilities during performance of this Contract. PPB shall be responsible for any loss or damage to Contractor's property on PPB's premises in an amount equal to the fair market value of the property. The parties intend for the fair market value to equal the non-depreciated value of the device at the time of loss or damage, calculated as the product of:
- (a) the list price of the device as of the Effective Date (based on the most recent pricing then-available from the manufacturer); multiplied by
 - (b) a fraction equal to 1 divided by the "depreciation term" of the device as reasonably determined by Contractor¹; multiplied by
 - (c) the difference between the "depreciation term" and the actual number of months elapsed during the Initial Term².
- ¹ for clarity, ordinarily for the HEUC Service the depreciation term is 120 months, also stated 1/120
- ² for example, if the loss or damage occurred in the 25th month of the Contract and the device was to be depreciated over 10 years, then (c) would be calculated as $120 - 25 = 95$
- For illustration purposes only, the fair market value of a \$1,000 device lost in month 25 would be calculated as follows: $(\$1,000) (1/120) (95) = \791.67 .
- 14.7. **PPB's Right to Suspend Contract Performance.** Upon written notice, the PPB may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to

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suspend performance of this Contract is in addition to the PPB's right to terminate and/or cancel this Contract. The PPB shall incur no penalty, expense, or liability to Contractor if the PPB suspends performance of this Contract under this Section.

- 14.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the PPB of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 14.9. **Conflict of Interest.** No contracts shall be entered into between the PPB and any PPB Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who: a) are employed by the PPB on the date the Contract is executed; and b) become employed by the PPB during the term of the Contract.
- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the PPB with reasonable access to such books and records, upon request.
- 14.11. **Audit.** The PPB or an independent auditor hired by the PPB may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three (3) years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the PPB within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 14.12. **Assignments/Delegations/Subcontracts.**
- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary or to any Party acquiring substantially all of its assets as long as the affiliate, subsidiary, or acquiring Party is adequately capitalized and can provide adequate written assurances to the PPB that the affiliate, subsidiary, or acquiring party can perform this Contract. The PPB may withhold consent, if the PPB determines that the assignment, delegation, or subcontract would impair performance of this Contract or the PPB's ability to recover damages under this Contract. Contractor shall also provide the PPB with adequate information to allow the PPB to make a determination regarding the assignment, delegation, or subcontract.
- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegatee, or subcontractor will comply with the terms

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and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the PPB may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Purpose, **Section 2.** Contract Definitions, **Section 6.** Scope of Deliverables and Financial/Payment Obligations, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Indemnification; Liability, **Section 9.** Contractor Provided Insurance, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 12.** PPB Data, **Section 14.** General Terms and Conditions; and if incorporated into this Contract, Exhibit III: Requirements for Contractors with Access to PPB PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the PPB.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. The Parties agree to re-negotiate in good faith in the event of a material change to Contractor's duties under or costs to comply with this subsection.

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- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism, vandalism, cable cut, or cyber-attack; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**
- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; or (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to PPB.** Unless otherwise specified herein, Notice to the PPB shall be addressed to Purchasing, the PPB Project Manager (if applicable), and the PPB Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the PPB harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the PPB.

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- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the state of the PPB. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the state Court or the United States District Court located in the state of the PPB, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the court set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. Each Party acknowledges and agrees that no employee, officer, agent, or representative of the other Party has the authority to make any representations, statements, or promises in addition to or different than those contained in this Contract and any Contract Document, and that it is not entering into this Contract or any Contract Document in reliance upon any representation, statement, or promise of the other party not expressly stated in this Contract or any Contract Document. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

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CONTRACTOR INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the PPB against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) the activities of independent contractors; (e) Contractual liability as provided in the latest version of the ISO Commercial General Liability Policy Form;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement of \$3,000,000 each occurrence.

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Supplemental Coverages (Required as Checked)

1. ☒ **Errors & Omissions including Cyber Liability Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$\$5,000,000 aggregate. Cyber Liability means coverage for legal liability for the loss or theft of customer data, including PII, due to the negligent acts or omissions of Contractor or its subcontractors
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for their equipment and personal property
3. ☐ **Other Insurance Coverages** as may reasonably be required by the provided product/service and deemed appropriate by the PPB.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements.

1. All policies of insurance where the County is provided additional insured status shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the PPB;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the PPB for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. Except for Errors & Omissions/Cyber Liability, all policies shall be endorsed to provide a written waiver of subrogation in favor of the PPB;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on PPB property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to include the PPB and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

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7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the PPB's execution of the Contract; and
8. All insurance carriers must be licensed and approved to do business in the State of the PPB and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the PPB.

EXHIBIT III
REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO PPB PII
(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the PPB.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the PPB without unreasonable delay, but no later than within three (3) business days of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the PPB shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of

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personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the PPB determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the PPB for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the PPB in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the PPB for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the PPB in connection with the Security Breach. Contractor shall reimburse PPB for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the PPB because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the PPB with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The PPB shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost PPB Data in the manner and on the schedule set by the PPB without charge to the PPB.

EXHIBIT IV
REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA
(Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at

EXHIBIT VI**CBTS SD-WAN SERVICE END USER SUBSCRIPTION AGREEMENT**

This End User Subscription Agreement ("Agreement") is made by and between CBTS or its authorized reseller (collectively referred to as "we," "us," or "our") and you, as an end user ("End User," "you," or "your") of the CBTS SD-WAN cloud network service ("CBTS SD-WAN Service"), and sets forth the terms and conditions under which the CBTS SD-WAN Service will be provided to you. You will have accepted this Agreement and shall be bound by its terms by either your use of the CBTS SD-WAN Service or by the incorporation by reference of this Agreement in the terms of a contract between us and you.

1. ENTIRE AGREEMENT.

This Agreement, together with all ordering documents referencing this Agreement and entered into and validly executed between us and you (each, a "Purchase Order"), and any other documents incorporated herein, constitute the entire agreement between us and you relating to your purchase of subscription(s) to use the CBTS SD-WAN Service and to use CBTS's hardware products ("Equipment") provided to you for use in connection with the CBTS SD-WAN Service (together, the "Service"); provided that no conflicting terms or conditions set forth on any Purchase Order or other ordering document (to which notice of objection is hereby given), or in any future correspondence between us and you, shall alter or supplement this Agreement unless CBTS agrees in writing to such terms. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. This Agreement may only be amended or modified by a writing signed by both parties.

2. DELIVERY; SUBSCRIPTION START DATE.

All deliveries of Equipment are FCA our facility. Delivery dates are estimates only and are not of the essence. The start date of your subscription to the CBTS SD-WAN Service shall be the earlier of (i) the date of your activation of the CBTS SD-WAN Service, and (ii) the date that is 30 days after the date of shipment by CBTS of the Equipment associated with the subscription.

3. INVOICING, PAYMENTS AND TAXES.

You agree to pay the prices for the Service as set forth in the Purchase Order, together with shipping charges (if applicable) and unless you have provided evidence of your tax-exempt status any taxes, duties, excises and other charges, including VAT, if applicable, due in connection with the sale, installation, provisioning or use of the Service. Payment is due thirty (30) days from the date of the invoice. You shall provide evidence of your tax-exempt status if you wish to have us waive any taxes.

4. CANCELLATION POLICY.

ALL EXECUTED PURCHASE ORDERS ARE NON-CANCELLABLE AND ALL AMOUNTS PAID ARE NONREFUNDABLE.

5. USE OF SERVICE AND EQUIPMENT.

You agree to abide by any terms of use for the CBTS SD-WAN Service published by CBTS. You may install and use the Equipment solely for the purposes of accessing and using the CBTS SD-WAN Service during the subscription period purchased by you. You agree not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which you have subscribed. You agree not to use the Equipment with any unsupported hardware or software (as described in the applicable

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documentation provided by CBTS); or use the Service other than as described in the documentation provided therewith; or use the CBTS SD-WAN Service for any unlawful purpose.

6. NO LIFE SUPPORT.

The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by you is fully at your own risk.

7. PROTECTION OF EQUIPMENT; RETURN UPON EXPIRATION.

The Equipment belongs to us. You may not sell, lease, abandon, or give away the Equipment; allow anyone other than CBTS or its agents to service the Equipment; or permit any other person to use the Equipment, other than on your behalf in connection with your use of the CBTS SD-WAN Service. You will be directly responsible for loss of the Equipment. Upon expiration or termination of this Agreement, you must return the Equipment to us in the same condition as when delivered to you, reasonable wear and tear excepted; and if we have not received the Equipment in such condition within 10 days thereafter, you will be deemed to have purchased the Equipment at CBTS's list price, and will pay us upon invoice as provided in Section 3 above.

8. OUR RIGHT TO AUDIT; USE OF DATA.

You grant us the right to audit your use of the CBTS SD-WAN Service, in order to confirm compliance with this Agreement and other agreements you have with us. You acknowledge and agree that CBTS may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the CBTS SD-WAN Service.

9. CHANGES.

You acknowledge that CBTS may change the CBTS SD-WAN Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt your CBTS SD-WAN Service.

10. PROPRIETARY RIGHTS.

Except as explicitly set forth in this Agreement, you do not acquire any rights in or license to any component of the Service or any CBTS intellectual property rights. You shall not, and shall not encourage any third party to: (a) modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including the Equipment), except to the extent that such activities are required to be permitted under applicable law; or (b) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of CBTS or its suppliers affixed or contained on or within any Equipment. Without limiting the foregoing, any software provided to you or made available for your use ("Software") is licensed only, is subject to any license agreement provided therewith, and CBTS retains title in all copies of the Software, and you do not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof. CBTS reserves all rights not expressly granted by this Agreement.

11. CONFIDENTIAL INFORMATION.

You shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information which is a defined term in the Contract.

12. LIMITED WARRANTY.

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CBTS warrants to you that the Equipment shall be free from defects in material and workmanship (the "Exclusive Warranty") during your subscription of the CBTS SD-WAN Service. With respect to the Equipment, the Exclusive Warranty shall apply only to the extent it has been installed, used and maintained in the conditions specified by CBTS or, in absence thereof, at least in conditions consistent with generally accepted practices for this type of product; and not been subject to any unauthorized modification or repair or attempts thereto; and not been connected to or used in combination with other incompatible equipment or systems.

If any Equipment fails to meet the Exclusive Warranty, then upon your written request and pursuant to any warranty procedure published by CBTS, CBTS shall, at CBTS's sole option and expense, promptly either repair or replace the Equipment in question. The remedies specified in this Section shall constitute YOUR sole and exclusive remedy and CBTS's sole and exclusive liability for EQUIPMENT and CBTS's breach of the Exclusive Warranty hereunder.

WE make NO other warranties or representations, express or implied, for services provided under this CBTS SD-WAN Service End User Subscription Agreement, and WE expressly exclude and disclaim any and all warranties which may be implied or otherwise created by operation of law including without limitation all implied warranties of uninterrupted or error-free use or operation, AND merchantability, NON-INFRINGEMENT AND fitness for a particular purpose for these services.

13. INDEMNIFICATION.

CBTS will defend or at its option settle, any claim, suit or proceeding brought against you by any third party for infringement or misappropriation of a valid U.S. patent, copyright or trade secret by the Equipment ("Claim"), subject to the provisions herein. CBTS shall have sole control of any such action or settlement negotiations, and CBTS agrees to pay, subject to the limitations herein, any final judgment entered against you or settlement entered into in any such Claim. Further, should such final judgment or settlement require that Equipment be returned and/or the purchase price refunded to End Users, CBTS will pay such related costs. You agree that CBTS, at its sole option, shall be relieved of the foregoing obligations unless you (a) give prompt, written notice to CBTS of all Claims, (b) cooperate reasonably with CBTS (at CBTS's reasonable expense), and (c) allow CBTS the sole right to defend, or at CBTS's option settle, all such Claims. If CBTS becomes aware of a Claim, CBTS may, in its sole discretion, obtain the right for you to continue to use the Equipment, modify the Equipment so that it is no longer infringing or misappropriating, or accept return of Equipment from you and refund to you a pro rata amount paid for the Service. CBTS shall have no liability for any Claim resulting from: (i) use or combination of the Equipment with any other incompatible goods or services; or (ii) any modification or alteration of Equipment, where such Claim would not have arisen except for such use, combination, modification or alteration. The foregoing expresses your sole remedy, and CBTS's sole liability, for any claim of infringement or misappropriation.

14. LIMITATION OF LIABILITY.

(A) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(B) IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASE ORDER OR PRODUCT OR THIS AGREEMENT EXCEED, AND YOU RELEASE ALL

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CLAIMS AGAINST US (AND ANY OF OUR LIABILITY) IN EXCESS OF, THE AMOUNTS PAID BY YOU TO US IN RELATION TO THE PRODUCT IN CONNECTION WITH WHICH THE LIABILITY ARISES. THE EXISTENCE OF ONE OR MORE SUCH CLAIMS SHALL NOT RAISE OR EXTEND THIS LIMIT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

15. EXPORT.

You shall comply with all applicable export laws and all applicable restrictions and regulations of any agency or authority, and shall not export, nor permit the export or re-export of any confidential or proprietary information or the Equipment in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, to any country to which such export laws, restrictions and regulations prohibit exportation.

16. GOVERNING LAW; FORUM.

The parties agree that this Agreement shall be construed and regulated under and by the laws of the State of Michigan and with jurisdiction and venue in the state and federal courts specified in the Contract.

17. TERM AND TERMINATION.

The term of this Agreement shall be the period for which you have purchased a subscription to the CBTS SD-WAN Service, beginning on the subscription start date determined as set forth above but in no event shall extend beyond the term of the Contract. We may terminate this Agreement with immediate effect upon notice to you if any of the following occurs: (i) a petition in bankruptcy is filed by or against you, you are declared bankrupt, or proceedings are initiated by or against you seeking appointment of a receiver, reorganization, liquidation, dissolution, or other similar relief, or (ii) you materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof, provided, however, that no cure period shall apply to your failure to make timely payments hereunder. In the event of any of the foregoing, we shall be entitled, without prejudice to any other remedies, to terminate your use of the CBTS SD-WAN Service without being in breach of this Agreement. Upon expiration or termination, all terms and provisions herein which by their nature should survive expiration or termination of this Agreement shall so survive. Without limiting the foregoing, Sections 8 (Our Right to Audit; Use of Data), 10 (Proprietary Rights), 11 (Confidential Information), 12 (Limited Warranty), 13 (Indemnification), 14 (Limitation of Liability), 15 (Export) and 16 (Governing Law; Forum) shall survive any expiration or termination of this Agreement.

18. FORCE MAJEURE.

Other than for any payment obligations hereunder, neither party shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to events beyond the reasonable control of such party, including without limitation acts of God or of public enemy (collectively, "Force Majeure"). In the case of a Force Majeure event, the affected party's performance is excused for a period equal to the time lost by reason of Force Majeure.

19. ASSIGNMENT.

You may not, without prior written consent of CBTS, assign or otherwise transfer to a third party this Agreement, except to an entity that acquires all or substantially all of your business or assets. The contract shall be binding and shall inure to the benefit of the permitted legal successors of either party hereto.

20. MISCELLANEOUS.



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Failure by either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any part of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain in full force and effect.

EXHIBIT VI

SECTION 2: SD-WAN Supplemental Terms and Conditions

This governs the terms for Contractor providing SD-WAN to PPB.

14. DEFINITION

1.1 SD-WAN - A Software-Defined Wide Area Networking service utilizing (1) a network of gateways running proprietary gateway software deployed in the Contractor network and/or third-party data centers, (2) proprietary branch edge devices ("Edges") installed at PPB premise locations, and (3) a proprietary network-connected orchestrator (the "Orchestrator") for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

1.2 SD-WAN Service - Consists of: (i) a subscription(s) provided by Contractor to use SD-WAN software, (ii) to use hardware products provided to PPB for use in connection with the SD-WAN Service, and (iii) Contractor management and support of the SD-WAN network infrastructure for the SD-WAN Service.

15. TERM

2.1 During the term of the Contract, Contractor will be the provider of SD-WAN Services detailed herein within the United States (the "**US Operating Territory**").

2.2. The initial term of service for SD-WAN will be the number of months of the Initial Term provided in Section 1 of this Exhibit, beginning on the date that Contractor first invoices PPB for SD-WAN Service for such PPB location, and will remain in effect unless earlier terminated pursuant to the terms herein ("SD-WAN Initial Term"). Following the expiration of the SD-WAN Initial Term for each individual PPB location, the SD-WAN Service shall automatically renew for additional twelve (12) month periods (each, a "SD-WAN Renewal Term") unless either Party terminates the SD-WAN Service by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current SD-WAN Term or the Contract is terminated or expires. "SD-WAN Term" shall mean collectively the SD-WAN Initial Term and each SD-WAN Renewal Term. In no event will the SD-WAN service term extend beyond the term of the Contract.

2.3. Notwithstanding the foregoing, subject to applicable law, Contractor reserves the right to adjust rates at any time after the expiration of the SD-WAN Initial Term upon sixty (60) days prior written notice to PPB, during which time PPB shall have the right to terminate the SD-WAN Service, without incurring termination charges, if PPB does not agree to stated rate adjustment. In the event PPB does not provide written notice of termination during the sixty (60) day period, PPB shall be deemed to accept the rate adjustment.

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3.1 PPB will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Contractor's net income) imposed upon or relating to the provision or use of the SD-WAN Service unless it is exempt for paying charges because of its tax-exempt status. If PPB is tax exempt, PPB shall provide Contractor with a copy of its tax exemption certificate before Contractor begins invoicing.

3.2 Any other regulated services not listed herein which are provided by Contractor to PPB, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement.

3.3 PPB grants to Contractor the right to provide certain network and telecommunications equipment and service at PPB's location(s).

16. CONTRACTOR GENERAL RESPONSIBILITIES & OBLIGATIONS.

The SD-WAN product combines elements of managed software defined networking, wireless networking, and network security. Contractor provides SD-WAN to PPB and customizes its delivered services based on the requirements provided by each. The SD-WAN varies based on PPB engagement and is itemized in the applicable agreement.

Contractor will (a) monitor and manage network architecture, and work with PPB to resolve connectivity issues as it pertains to network access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the SD-WAN services.

Service Incidents are defined as incidents are the result of service failures or interruption. Incidents are assigned priorities based on the impact and urgency of the failure or interruption.

4.1 Managed SD-WAN Service

Contractor will provide management for the PPB network that consists of the CPE leased to the PPB. The following RACI chart outlines the roles and responsibilities for common network management activities:

	PPB	Contractor
Monitor CPE Equipment (24x7)	I	R, A
Collecting network metrics	I	R, A
Reporting on overall performance	I	R, A
Completing network MAC requests, work requiring less than 30 minutes of work to complete	I	R, A

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Completing network project requests, work requiring greater than 30 minutes of work to complete	A	R, C
Software/firmware upgrades and updates	I	R, A
In-life support, tier 1 through tier 4 support	I	R, A
Site cabling	R, A	C, I
Management and/or monitoring of PPB-owned CPE (equipment not part of the SD-WAN product)	R, A	I
(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)		

4.2 Installation

Contractor and/or a subcontractor selected by Contractor will install the leased CPE at PPB's locations. If unable to install due to incorrect reporting of site viability, Contractor and/or a subcontractor selected by Contractor will perform a site survey while at the PPB locations. It is the PPB's responsibility to correctly and accurately submit information to Contractor as requested to verify site readiness. If a site survey is required, a charge of no less than \$349.99 USD will be applied to the first PPB bill.

Installation Charge Base Rate is defined per site in the Service Pricing Table. Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. as defined as "After Hours". After Hours work performed will be billed to PPB at 1.5X the Installation Charge defined in the Service Pricing Table. Installation work performed on "Holidays" (as defined in Section 7.8) will be billed to PPB at 2X the Installation Charge as defined in the Service Pricing Table.

If Contractor and/or a subcontractor is unable to install on scheduled installation date due to incorrect reporting of site viability or turn away at PPB request, a repeat visit charge will be charged to PPB in the amount of Installation Charge Base Rate.

Cancellation from PPB with less than twenty-four (24) hours' notice of scheduled installation will result in a one-time charge of no less than \$349.99 USD applied to the first customer bill.

It is Contractor's responsibility to make normal network management move, add, change (MAC) request changes. These changes are classified as those that take less than 30 minutes of work duration to complete. Work requiring greater effort than this are classified as "Projects" and are out of scope of this Managed Network Service. This work for Projects can still be completed by Contractor but will require a separate Statement of Work and will be billable work as a separate Project.

Monitoring of the leased equipment will take place 24 hours a day, 7 days a week. In the case of a complete Network Outage the Mean Time to Repair shall be six (6) hours. No SLA is provided for availability.

In the case of a hardware replacement, please review Section 7.3.

4.3 Software Defined Networking

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Contractor will provide network services for the PPB network that consists of the CPE leased to the PPB. The following RACI chart outlines the roles and responsibilities for common network management activities:

	PPB	Contractor
Network Design Specifications (Equipment not a part of the SD-WAN service)	R, A	C, I
Firewall Service Requirements (On-Site services not a part of the SD-WAN service)	R, A	C, I
Network Design Specifications (SD-WAN Equipment)	I, C	R, A
LAN Configuration	I, C	R, A
Firewall Security Configuration	I, C	R, A
Business Policy Configuration (SD-WAN Services)	I, C	R, A
DMZ Configuration requiring less than 30 minutes	I, C	R, A
DMZ Configuration requiring more than 30 minutes	R, A	C
(Note: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)		

17. EQUIPMENT.

5.1 Equipment

Contractor may provide Networking Equipment in support of the provision of PPB networks, and Contractor grants PPB a non-exclusive, non-transferable limited license to use the Networking equipment ("Equipment") in accordance with this Supplemental Agreement.

5.2 Authorization and Access

PPB authorizes Contractor to provide the Equipment and agrees that the Equipment is the property of Contractor and this Supplement does not grant PPB any rights to the Equipment except as expressly set forth herein. PPB agrees to give Contractor access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at Contractor's sole discretion. Loss, theft or physical damage to the Equipment is PPB's responsibility.

5.3 Return Upon Termination

Upon termination of the SD-WAN Service, PPB agrees to return Equipment in good condition, reasonable wear and tear excepted, to Contractor within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, PPB will be charged an "Equipment Non-Return fee", calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of the then current SD-WAN Term. If PPB requests Contractor to remove the

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Equipment, PPB will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and Contractor resources required for the removal. The Equipment Non-Return fee and the Equipment Removal fee will appear on PPB's next Contractor bill.

5.4 Intellectual Property

PPB shall have no right, title or interest in or to any network address or identifier (such as IP address or host name) that Contractor uses in the course of providing SD-WAN Service to PPB and Contractor may change any such address or identifier by providing notice to PPB. Contractor shall have no ownership rights in any content or data PPB transmits or stores using the SD-WAN Service, however PPB acknowledges that Contractor may remove content or data from the SD-WAN Service if required pursuant to applicable law after providing notice to the PPB. To the extent that the SD-WAN Service requires Contractor to have access to PPB's intellectual property, PPB grants Contractor a royalty-free, license to use the PPB's intellectual property solely for the purposes of providing the SD-WAN Service. If Contractor utilizes subcontractors that will have access to PPB's intellectual property for purposes of providing the SD-WAN Service, PPB grants a license for their access.

5.5 Upgrades

PPB reserves the right to upgrade their subscription and/or device during the Contract Term. The cost of upgrade will be at the expense of the PPB.

18. SUPPORT & REPAIR PROCESSES.**6.1 Technical Support**

Technical support for SD-WAN will be provided through the Contractor support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. Contractor will provide engineering escalation for Tier 3 support.

6.2 Support Contact

PPB should contact Contractor Tech Support via 1 -888-638-1699 or email CBTSServiceDesk@cbts.com.

19. SERVICE, INCIDENT, AND SERVICE REQUEST MANAGEMENT.**7.1 Monitoring**

Contractor monitors all equipment associated with SD-WAN for up/down status 24/7/365. Should any equipment be considered inoperable, Contractor will open an internal repair ticket and use commercially reasonable efforts to notify PPB of such outage in a timely manner.

7.2 Maintenance Window

Contractor reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 am to 6:00 am EST with the usual window beginning at 2:00 am EST Sunday. If a scheduled maintenance will affect PPB, Contractor will use reasonable efforts to notify PPB in advance.

7.3 Service Level Objectives

(A) The following table includes service level objectives (SLOs) for incident management.

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Priority	Time to Respond	Time to Repair	Time to Repair - Dispatch	Hardware Replacement
Priority 1	1 Hour	6 Hours	8 hours + travel time	Next Business Day after RMA (Return Materials Authorization) is accepted by vendor. RMA must be accepted by 3:00PM EST.
Priority 2	2 Hours	48 Hours	72 hours + travel time	
Priority 3	4 Hours	5 Business Days	7 Business Days	
Priority 4	1 Business Day	10 Business Days	12 Business Days	

The following assumptions are used for the incident management SLOs:

- A PPB-provided resource must be available immediately to Contractor and all necessary equipment must be on-site.
- Equipment must be monitored by Contractor.
- Issue is related to SD-WAN equipment and not the PPB provided connectivity.

(B) Incident Priority Definitions

The following table includes definitions of the incident priority levels.

Priority	Priority Definition
Priority 1: Business Critical Incident	Any one of the criteria below with no business process work-around available: <ul style="list-style-type: none"> 4) Total Outage Impacting Critical Business Function: Total outage of the service, site, or critical business application. 5) Significant Outage Impacting Critical Business Function: More than 50% of the users of the service, site or critical business application are completely unable to utilize the service, site or critical business application. 6) Other Outage Impacting Critical Business Function: The incident presents a high business impact for PPB as defined by the inability to perform a critical business function.
Priority 2: Urgent Incident	Any one of these criteria: <ul style="list-style-type: none"> 4) Partial Outage Impacting Critical Business Function: Outage OR significant performance degradation of the service, site or critical business application impacting more than 50% of the end users who can continue to perform critical business functions, but in a severely degraded manner.

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	5) Outage Impacting Non-Critical Business Functions: Other incidents impacting a small group of end users of the service, site or non-critical business application (10%-50% of the service's end user population).
Priority 3: Normal Incident	3) Performance or Efficiency Concerns: Incidents that have little or no impact on critical business functions, affecting the efficiency of the normal business operation of an individual user or less than 50% of the user community.
Priority 4: Scheduled or Out of Scope Incident	Any one of these criteria: 5) An incident that can be handled on a scheduled basis that extends beyond normal standard service level objectives. The incident may require an extended resolution time, but does not prohibit the execution of productive work. 6) Incidents related to non-standard or non-supported applications or hardware where there is no impact to PPB's critical business functions. 7) All incidents requesting support outside the current contractual support hours. PPB will be charged for time and materials. 8) Out of scope requests. PPB will be charged for time and materials OR PPB will be contacted by a sales representative and presented with an estimate. Once accepted, a mutually agreeable schedule will be developed by Contractor. Contractor will not take action, until the PPB has accepted the time and materials rates or the estimate.

7.4 Service Level Agreements

The service level agreements below apply to incident management.

(D) Incident Response Time SLA

Initiation and Closure: Response Time begins when an alarm is triggered by a Contractor monitoring system, when the PPB places a telephone call to the Contractor Service Desk, or when the PPB creates a numbered ticket on the Contractor Service Management Portal (whichever comes first). Response time ends when the Contractor Service Management tool has issued a numbered ticket. In the event of multiple associated alarms caused by a single event at approximately the same time, Response Time for all alarms will be satisfied by the creation of the first numbered ticket in the Contractor Service Management Tool.

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Measurement: Response to incidents will be measured as the percentage of all incidents based on the Response Time SLO during a given month.

Compliance Calculation: Response to Incidents will be calculated, for a given month, as:

$$\text{SERVICE LEVEL ATTAINMENT\%} = \frac{\text{TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL}}{\text{TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL}}$$

SLA Thresholds and Default: Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for Contractor.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

In the event that the volume of tickets during the Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system.

(E) Incident Repair Time SLA

Initiation and Closure: Repair Time is a measurement of the average amount of time it takes to restore a service for a given month. Repair Time begins upon ticket creation in the Contractor Service Management Tool. When service has been restored, repair time ends. PPB will be notified by the Service Management Tool or by Contractor personnel, or PPB may view the status from within the Contractor Service Management Portal. PPB has 48 hours (2 consecutive days) to validate the resolution and re-open the ticket as needed. SLA time will continue upon the re-open of the ticket. After 48 hours, PPB will need to open a new ticket in the Contractor Service Management Tool.

Measurement: Repair Time for incidents will be measured as the percentage of all incidents based on the Repair Time SLO during a given month.

Compliance Calculation: Repair Time for Incidents will be calculated, for a given month, as:

$$\text{SERVICE LEVEL ATTAINMENT \%} = \frac{\text{TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL}}{\text{TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL}}$$

(F) SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for Contractor.

Priority Level	Minimum Service Level Attainment % MTTR
Priority 1	95%

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Priority 2	90%
Priority 3	85%
Priority 4	N/A

In the event that the volume of tickets during the

Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this SLA. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system. If Contractor does not maintain Service Level Attainment of increments of five (5) tickets when total quantity is less than ten (10), then it results in one (1) Service Level Default per priority level for Contractor.

7.5 Service Level Management – Service Requests

“Service Request” is a term used to describe a request to add or modify the services outlined in this Supplement. See the current Contractor Service Request Catalog for a list of defined service requests.

(C) Service Level Objectives

The following table includes SLOs for service requests.

Request Type ‡	Perform Time	Perform Time - Requires Dispatch
Expedited	Begin work within 4 hours*	1 business day* + travel time
Basic	2 business day	3 business days + travel time
Routine	5 business days	5 business days
Complex	10 business days	10 business days
Project	According to PCR	According to PCR

*Expedited Fee and After-hours charges will apply.

‡ For examples of the request types corresponding to each service, see the Contractor Service Request Catalog.

(D) Service Request Definitions

The following table includes definitions of the service request types.

Service Request Type	Definition
Expedited	An Expedited Request that requires completion sooner than the standard SLO due to a pressing need such as legal, regulatory, or other business requirements. The PPB will be charged for time and materials associated with expedited requests.
Basic	Requests that Contractor and PPB pre-approve for use as a Standard Catalog Request. See the current Contractor Service Request Catalog (Requires 2 hours or less).

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7.6	Routine	Requests that Contractor and PPB pre-approve for use as a Standard Catalog Request. See the current Contractor Service Request Catalog (requires 5 hours or less).
	Complex	Requires less than 10 hours of work needed to plan, manage, test, and implement. Is not a standard request in the Service Request Catalog.
	Project	Requires 10 or more hours and requires a change to the scope of this Supplement (PCR).

Service Level Agreements

The service level agreements below apply to the Service Request process:

(B) Service Perform Time SLA

Initiation and Closure: Perform Time is a measurement of the average amount of time it takes to complete the work required for a service request. Perform Time begins upon service request creation in the Contractor Service Management Tool. Once the service request has been completed, perform time ends. PPB will be notified by the Service Management Tool or by Contractor personnel, or PPB may view the status from within the Contractor Service Management Portal. PPB has 48 hours (2 consecutive days) to validate the completion and re-open the request as needed. SLA Time will continue upon re-open of request. After 48 hours, PPB will need to open a new request in the Contractor Service Management Tool.

Measurement: Perform Time for Service Requests shall be measured as the percentage of all Service Requests based on the Perform Time SLO during a given month.

Compliance Calculation: Perform Time for Service Requests shall be calculated, for a given month, as:
SERVICE LEVEL ATTAINMENT % = TOTAL SERVICE REQUESTS MEETING SLO FOR THE MONTH PER CHANGE TYPE / TOTAL SERVICE REQUESTS FOR THE MONTH PER CHANGE TYPE

(E) SLA Thresholds and Default

Based on the table below, if a Service Level Attainment % drops below the minimum, then Contractor has created one (1) Service Level Default per Request Type.

Priority Level	Minimum Service Level Attainment % MTTR
Expedited	95%
Basic	90%
Routine	85%
Complex	N/A

In the event that the volume of tickets during a given Measurement Window is less than ten (10) service requests, the calculation described in the preceding paragraph shall be modified as set forth in this paragraph to determine compliance with this Service Level, and the following targets shall apply to this Service Level. In such circumstances, the results will be reported as the absolute number of missed service requests during the Measurement Window, instead of the percent of service requests missed.

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Service requests will be reported in the month that they are closed in the request System. If Contractor does not maintain Service Level Attainment of increments of five (5) tickets when total quantity is less than ten (10), then it results in one (1) Service Level Default per priority level for Contractor.

7.7 Service Level Penalties for Failure to Perform

The SLAs are applicable when a configuration item or service has completed the Contractor Service Transition process. In the event that Contractor fails to meet the SLAs set forth in this Supplement, it will incur financial penalties and PPB will receive billing credits as set forth below.

UNLESS CONTRACTOR'S FAILURE TO MEET THE SLAs CONSTITUTES A "CRITICAL SERVICE FAILURE" (as defined in section 7.7.1, below), PPB'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

The SLAs become applicable when a configuration item or service has completed the Contractor Service Transition process.

(A) Monthly Service Level Defaults

Service Level Defaults will be summed together for the month, and are cumulative across all services provided to PPB and across incident priority levels.

(F) PPB Credits

The PPB is entitled to a credit if Contractor has two (2) or more Service Level Defaults in any single month. Service credits will be issued by Contractor, based on the following table. In the event that Contractor defaults and is obligated to issue PPB credit, Contractor will have the opportunity to earn back this credit. If the one month following the credit does not contain any Service Level Defaults, 100% of the credit will be forgiven. The credit is due to PPB after this one month grace period.

Service Level Defaults	PPB Credit
0-1	0% of monthly service charge
2-3	5% of monthly service charge
4-5	10% of monthly service charge
6 or more	15% of monthly service charge

*Maximum cumulative penalties not to exceed 15% of the monthly service charge.

Breach of Agreement for Critical Service Failure

If Contractor and PPB agree that the occurrence of a Critical Service Failure will constitute a material breach of this Supplement.

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UNLESS CONTRACTOR'S FAILURE TO MEET THE SLAs CONSTITUTES A CRITICAL SERVICE FAILURE, PPB'S SOLE REMEDY FOR AN SLA DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

7.7.1 "Critical Service Failure" Defined

During the SD-WAN Initial Term or any SD-WAN Renewal Term, an accumulation of ten (10) or more Monthly Service Level Defaults on Priority 1 incidents in any period of three (3) consecutive months will result in a material breach by Contractor, and PPB may pursue all rights and remedies as defined in this Supplement.

(C) Excused Performance; SLA Assumptions/Exceptions

Contractor will not be responsible for any Service Level Default and its performance shall be excused to the extent such Service Level Default is attributable to the assumptions or exceptions below:

Item	Assumption/Exception	Definitions
19	External Support Callback	Tickets assigned to Contractor, but require third party resources (not including Contractor contract work) to complete the Contractor portion of the request. This includes tickets that require the engagement of a third party vendor to make repairs (hardware, software, patches, circuits, cables, etc.) and tickets associated with Equipment that is not covered by a 24x7x365 maintenance agreement.
20	Third Party	Tickets associated with outages caused by non-affiliated third parties for whom Contractor has no control or ability to remedy.
21	PPB Callback	Tickets assigned to Contractor, but unable to contact PPB in order to resolve the problem.
22	Facility Access Issue	After-Hour access issue where PPB cannot control building access and entry cannot be granted through other means within the Contractor SLA window.
23	Item Return	Waiting for return of defective unit before resolving ticket.
24	Parts	Waiting on small parts not stocked.
25	Scheduled	Scheduled events at the request of any authorized PPB resource or convenience that goes beyond the SLA window.
26	Facilities	Outages caused by facilities issues, power, air handlers etc. Incidents of Force Majeure.
27	Responsibilities	Any outage caused by a PPB employee that has explicit responsibility; trouble tickets opened by PPB by mistake.

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28	PPB-Provided Maintenance	Lack of hardware and/or software maintenance after any applicable vendor warranty period expires.
29	Start-up Grace Period	SLA's will not be in effect for 45 days from the effective date of this Supplement as a ramp-up period for operations and reporting or as mutually agreed upon between PPB and Contractor. Service will be offered on a "best-effort" basis during the ramp-up period. The above SLA's will apply only to new requests submitted into the queue after 45 days from the effective date of this Supplement.
30	Standard Volume	SLA compliance is tied to normal volumes of requests for the services identified in this Supplement. Contractor will manage the workload and staffing to accommodate shifts in demand for services identified in this Supplement. However, sudden, unanticipated and significant fluctuations in workload may limit the ability to meet the demand or result in an overcapacity situation.
31	Capacity	PPB plans for all capacity upgrades. Contractor will install additional hardware capacity as it is supplied by PPB.
32	Access to systems	PPB will provide appropriate access to systems; failure to provide will suspend SLOs & SLAs.
33	PPB Requested Change	Outages that are caused by PPB requested changes.
34	Infringement	Infringement of third party proprietary rights by PPB, or PPB's vendors or subcontractors.
35	Illegal Conduct	Willful misconduct or violation of law by PPB, or PPB's vendors or subcontractors.
36	Force Majeure	Any Force Majeure event to the extent it impacts Contractor's ability to perform the Services.

7.8 Service Management

This section includes information regarding support hours, incident management, service request management, problem management, and root cause analysis.

(A) Support Hours

Services included will be performed in accordance with the hours stated in the table below.

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Item	Short Name	Definitions
7	Incident Support	Support for business impacting critical events is 24 hours per day, 7 days a week, and 365 days a year. Support for all other events. 7:00 a.m. to 8:00 p.m. EST, five days a week, excluding U.S. holidays.
8	Service Request Support	Service Requests are performed during Normal Business Hours.
9	Scheduled and Non-Business Hour Service Request	Scheduled and/or Service Request that need to be performed outside of Normal Business Hours, require additional resource planning, these request will be exempt from SLA.
10	Normal Business Hours	Defined as 7:00 a.m. to 8:00 p.m. EST Monday through Friday, excluding U.S. holidays.
11	Holidays	U.S. statutory holidays applicable to each Service location including: New Year's Day, Martin Luther King, Jr., Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas(Day After or Before)
12	Routine Maintenance Window for Contractor Multitenant Tools and Environments	Upgrades and patches to monitoring systems may be performed, if necessary, during maintenance windows on Sunday from 12:00 a.m. to 6:00 a.m. EST and Tuesday from 7:00 p.m. to 11:00 p.m. EST except for emergency repairs that cannot wait for a scheduled maintenance window.

(B) Incident Management

The following table includes definitions for incident management that will support the services outlined in this Supplement.

Item	Short Name	Definitions
15	Incident Verification	The Support Desk verifies that there is an incident and Priority Level of the incident.
16	Incident Identification	The Support Desk isolates the source of the incident and attempts to resolve it through the appropriate management tool.
17	Tier 2	Contractor Tier 2 technicians will work with the PPB to resolve the issue.

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18	Tier 3	If the issue cannot be resolved by Tier 2 technicians, the ticket will be assigned to Tier 3 OEM engineering for resolution.
19	Collaborative	Contractor engineers will work with PPB and Support Desk monitoring for advanced troubleshooting and repair.
20	Incident Resolution	The Support Desk uses its best efforts to resolve the incident within the parameters of the SLA. The Support Desk determines whether the incident can be fixed remotely or if an onsite dispatch is necessary. If it can be resolved remotely, the incident is resolved, the ticket is closed, and the client is notified.
21	On-Site Incident Resolution	If the incident cannot be resolved remotely, or the device has lost total connectivity to the management station, the Support Desk dispatches either an internal or third-party field engineer to troubleshoot the problem. The dispatched field engineer contacts the PPB to gain access to their location. The Support Desk stays in contact with the dispatched field engineer regarding the status of the repair.
22	On-Site Incident Resolution Requirements	If onsite work by Contractor or a third-party resource at PPB's site(s) is required, PPB will permit Contractor access to its facilities at all reasonable times. PPB will communicate all security and safety procedures in writing to Contractor prior to the start of such work. If escort or supervision of Contractor's personnel is required, PPB will make such arrangements so there is no delay upon Contractor's arrival at PPB's site(s). PPB is responsible for all PPB site preparation activities necessary for any onsite installation.
23	Temporary Work Around	Occasionally, a workaround is implemented while a permanent fix is pursued. The Support Desk or Engineering Team will later replace the workaround with a permanent fix at an appropriate time.
24	3 rd Party Support	If required, the Support Desk notifies the third-party responsible for resolving the incident within 15 minutes of incident verification. Throughout the escalation process, the Support Desk updates the PPB's contact on the progress of repair as stated in the SLA.
25	3 rd Party Support Requirements	PPB shall be responsible for any third-party vendor's timely performance so as not to delay Contractor's work schedule.

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		This refers only to independent third-party arrangements for which Contractor is not an involved party.
26	Incident Closure	Once the work is complete, the Support Desk notifies the PPB about resolution of the incident. The Support Desk confirms that the incident was fixed satisfactorily.
27	Contractor-Provided Maintenance	In the event that Contractor does not provide maintenance or warranty for vendor hardware/software, PPB shall provide vendor hardware/software maintenance to meet appropriate service level for term of contract.
28	3 rd Party Support – Contractor is Warranty Agent	Contractor will act as the authorized warranty agent with third-party vendors to initiate, monitor and communicate status of cases that fall within the scope of services delivered. Contractor requires that the PPB maintains active support contracts on all hardware and software managed by Contractor. If the PPB wishes to initiate a support case where an item is not covered under a support contract, the PPB is subject to Contractor and vendor charges, as applicable, to manage and resolve the support case.

(G) Problem Management

The table below includes information regarding Problem Management.

Item	Short Name	Definitions
7	Chronic Incidents	Upon discovery or notification of chronic hardware or software issues in the environment that have caused a service affecting outage or more than five (5) incidents in one month, Contractor shall create a problem management ticket.
8	Root Cause Analysis	Contractor will determine root cause and provide recommendation in writing for mitigation of chronic issue.
9	PPB Review	Upon receipt of recommendation for mitigation. PPB shall review the recommendation and provide in writing a decision to either accept or decline recommendations.
10	PPB Review – Deny	If the recommendation is declined, the device and other services impacted will be supported on a "best effort" basis until the corrective action is executed.
11	PPB Review - Approve	If the recommendation is accepted, all parties will determine and mutually agree to terms of execution.

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12	Service Level Objective	Contractor will have five business days to determine root cause and provide recommendation in writing for mitigation of chronic issue. Upon receipt of recommendation for mitigation, PPB shall have five business days to review the recommendation and provide in writing a decision to either accept or decline recommendations.
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(H) Service Request Management

PPB end users are not permitted to contact Contractor directly with issues or service requests. The PPB's help desk or authorized IT staff may submit service requests through the following methods:

- Email
- Telephone

7.8.1 Root Cause Analysis

The information within the table below describes the root cause analysis process.

Item	Short Name	Definitions
2	Root Cause Analysis	If warranted by the situation, Contractor will perform root-cause analysis to identify the true cause of the alarm, outage, performance problem, etc. The goal of root cause analysis is to determine which preventive measures, if any, can be taken so the event does not re-occur. Configuration changes, process improvement opportunities, or training needs may be identified during root-cause analysis. Upon PPB request Contractor will have five (5) days to provide a Draft Root Cause Analysis (RCA).

7.8.2 Out of Scope Items

The items below are out of scope for this Supplement. If additional services are required, contact Contractor. The PPB will be responsible for time and materials cost as outlined in Addendum 2 – Service Pricing Table.

Item	Short Name	Definitions
7	Scope of Engagement	PPB is responsible for any items not explicitly listed in this SOW. Changes to the SOW may require a PCR and will require a contract amendment prior to Contractor performing additional work.
8	End User Support	End user help-desk support / single user issues.
9	3rd Party Applications	Troubleshooting of third-party applications that are not a part of the Contractor solution offering that is provided.

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Item	Short Name	Definitions
10	Application Support	Application support of non-supported applications.
11	Application Installation	Application installation of non-supported applications.
12	Network Design	Network design, including Quality of Service (QoS) is out of scope.

20. FAILED CONNECTIVITY OR DEFAULT HARDWARE.

8.1 Contractor will make every attempt to address any reported trouble in relation to failed Equipment or PPB reported issues with connectivity to the managed network, as applicable. Non-Contractor provided Internet service failure is not within the scope of the Managed Network Service and must be resolved directly with the applicable internet service provider. Contractor will work with a designated technical resource allocated by PPB to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students who are not employed by PPB, guests or faculty are not supported by Contractor. Contractor makes no representations and assumes no liability for connectivity issues related to end user limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or Contractor network congestion.

21. REMEDIES.

9.1 Under no circumstance shall Contractor be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) installation of the Equipment and/or Fioptrics (ii) use of the Network Service or PPB's ability to use the Network Service; (iii) access to the Internet or any part thereof; (iv) PPB's reliance on or use of information, services or merchandise provided on or through the Network Service; (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Network Service; (vi) the site survey process; or (vii) security incidents, breaches of data, unauthorized access to the PPB network, or denial of service attacks. This limitation of liability applies only to the services described in this Exhibit.

22. PPB OBLIGATIONS; ACCEPTABLE USE / PROHIBITED ACTIVITIES.**10.1 Repair**

Prior to requesting repair service from Contractor, PPB will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the SD-WAN Service is a result of the PPB's equipment or facilities. PPB shall be responsible for any such trouble

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resulting from PPB's equipment or facilities. PPB will cooperate with any joint testing of the SD-WAN Service reasonably requested by Contractor.

10.2 Site Readiness Document

PPB agrees to provide Contractor with a completed "Site Readiness Document" and confirm its PPB-provided information via signature in advance of Service Activation.

23. LIMITED LIABILITY

11.1 In addition to the Limitations of Liability set forth in the Contract, the PPB agrees Contractor will not be liable to PPB in the event an unknown source originating from the Internet causes harm to PPB or any Contractor Internet user of this SD-WAN Service, (ii) in the event of harm arising from an Unknown Attack, (iii) if a user's security profile allows known harmful content to reach its private enterprise space, (iv) harm results from a device that is infected at the time the SD-WAN Service is activated, or (v) or harm resulting from an attack by an acceptably privileged insider. Notwithstanding the foregoing, Contractor shall employ its best efforts to protect the PPB's network from Unknown Attacks. As used herein, "Unknown Attack" means an attack method that has not been published by the Security Technology Industry as of the most recent update to the PPB's Edge Appliance.

24. TERMINATION; TERMINATION CHARGES.

12.1 If PPB terminates the SD-WAN Service for convenience or for reasons other than Contractor's breach of this Agreement prior to the expiration of the then-current Term, PPB will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which PPB would have been responsible if PPB had not terminated prior to the expiration of the then-current Term. PPB may also be obligated to pay Equipment Non-Return or Equipment Removal fees and any out-of-pocket third party charges Contractor incurs as a result of the termination.

25. THIRD PARTY TERMS.

13.1 To the extent that any products or services provided under this Supplement are governed by any third party terms (e.g. an end user license agreement), then such terms shall be in addition to the terms of this Supplement and PPB shall be responsible for complying with those terms.

EXHIBIT VI**Section 2: Webex Supplemental Terms****2.1 Webex Service Definition**

Contractor is providing PPB with the ability to access Cisco Webex Web Conferencing Services, including Cisco Webex Meetings and Cisco Webex Teams. Webex also includes audio conferencing options as defined herein that are fully integrated with Cisco Webex Web Conferencing Services. These Webex services shall be known as “Webex Services”.

2.2 Term

The initial term of service for the Webex Service will be the number of months of the Initial Term provided in Section 1 of this Service Agreement, will commence on the date that Contractor first invoices PPB for the Service, and will remain in effect unless earlier terminated pursuant to the terms herein, or until the Initial Term has been terminated or expires, whichever is last to occur (“Webex Initial Term”). The Service will automatically renew for twelve (12) month periods (“Webex Renewal Term”) unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then-current term. In no event may the term of the Webex Service extend beyond the term of the Contract. “Webex Term” shall mean collectively Initial and/or Renewal Term.

Notwithstanding the foregoing, Contractor reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to PPB, during which time PPB shall have the right to terminate the Agreement, without incurring termination charges, if PPB does not agree to stated rate adjustment. In the event PPB does not provide written notice of termination during the sixty (60) day period, PPB shall be deemed to accept the rate adjustment.

2.3 Service Offering Details**2.3.1 Definitions**

- Webex Meetings – Web conferencing and meeting solution that delivers real-time meeting and event services,
- Webex Teams – team collaboration application that allows team work spaces, secure messaging, file sharing, white board capabilities, meetings and calling.
- Knowledge Workers – an employee or contractor who utilizes a computing device as part of their job duties.

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- Bridge Country Call Back – provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the United States. Available as a fixed monthly rate or as a per min usage rate.
- Global Call Back – provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the then-current predefined countries list. Available as a fixed monthly rate or as a per min usage rate.
- Bridge Country Toll Free Call-In – Toll free access for users to dial into a Webex from within the United States. Bills at a per minute rate.
- Global Toll Free Call-In – Toll free access for users to dial into a Webex from pre-approved country list. Bills at a per minute rate.
- Cloud Audio Ports – Concurrent call paths which PPB will utilize for audio conferencing.

2.3.2 Webex Licenses

Webex requires a License for the Service to function. Webex Licenses can be obtained as follows:

4. **Named User** – Licenses are assigned on an individual basis and may not be shared or used by anyone other than the employee that it is assigned to. Available quantities to purchase from 1 to 249.
5. **Enterprise Agreement (EA) User** – requires that subscription licensing must be purchased for all Knowledge Workers within PPB's organization. Minimum subscription quantity of two hundred fifty (250) licenses.
6. **Active User (AU)** – Provides full Knowledge Worker provisioning while only requiring the license purchase of those users that actively host a meeting. Initially calculated as fifteen (15) percent of PPB's Knowledge Worker count. At end the of the twelfth (12) service month, Contractor will take the average usage from months nine (9), ten (10) and eleven (11). If PPB's usage surpasses 15% of Knowledge Workers, Contractor will invoice PPB at the revised rate for the following twelve (12) month term. If PPB's usage is at or below 15% of Knowledge Work base, Contractor shall continue to invoice at the 15% threshold. Minimum subscription quantity of forty (40) licenses.

NOTE: PPB is not able to subscribe to Active User and Enterprise Agreement User at the same time.

2.3.3 Audio Options

Audio conferencing can be connected via Integrated VoIP calling using an application on a user's computer or mobile device or via Cloud Connected Audio. Webex comes with two (2) Cloud Connected Audio options that natively integrate into Webex and provides internal and external users with audio connectivity to Webex Meetings: either Cisco Audio or Contractor Cloud Connected Audio.

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A single call-in number is provided to enable participants to join a Cisco Webex online meeting. The service includes Toll and Toll free, billed at a per minute rate, to provide access for audio conferencing.

2.3.3.1 Cisco Audio

PPB may select an audio connection that uses Cisco for PSTN connectivity. Cisco Audio offers the following additional audio options at an additional cost:

- Bridge Country Call Back
- Global Call Back
- Bridge Country Toll Free Call-In
- Global Toll Free Call-In

1.3.3.2 Contractor Cloud Connected Audio

Alternatively, PPB may select an audio connection that uses Contractor provided PSTN connectivity via Cloud Audio Ports. PPB Customers that have Contractor voice service can integrate their Webex calling with their Contractor voice service. This allows PPB to keep Webex voice traffic on-network. For any off-network utilization, PPB will use the long-distance calling plan associated with their Contractor voice service. Contractor Cloud Connected Audio includes Bridge Country Call Back at no additional monthly fee and Bridge Country Toll Free Call-In, billed at a per minute rate.

2.4 PPB Responsibilities

PPB shall be solely responsible for all access to the Audio/Web Conferencing Service (hereinafter "Service") through PPB's own local or long distance carrier as applicable. PPB agrees to comply with Contractor's policies respecting the Service as provided from time to time, or to which you are directed when using the Service. While using the Service, PPB shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or Contractor's policies. In addition, without incurring liability, Contractor may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

2.4.1 Suspension or Restriction of Services

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Contractor may suspend or restrict the use of Service at any time if (i) the operations or efficiency of the Service is impaired by the use of the Account; or (ii) any amount is past due from PPB to Contractor; or (iii) there has been or is any breach of these Terms.

Contractor shall have no responsibility to notify any third party of such termination or suspension. Any termination of this Exhibit shall not relieve PPB from termination charges or any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective.

2.5 Limitation of Liability

In the event of any breach by Contractor, its affiliates or its agents including any breach of a fundamental term or any negligence solely for Webex Services under this Exhibit, PPB's exclusive remedy shall be to receive from Contractor payment for actual and direct damages to the lesser of an amount equal to the charges paid hereunder by PPB to Contractor in the last three (3) months, or to a refund of charges for the affected Service proportionate to the length of time the problem existed.



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EXHIBIT IX
SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS
(To be negotiated between PPB and Contractor)