

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

339



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
April 14, 2016

SUBJECT: Golden Star Technologies (GST) agreement for EMC enterprise backup system, related products and services; also, hardware purchase to support previously approved VMware enterprise license agreement; zero percent financing for five years (vote on separately) [All Districts]; [Total cost \$5,116,901, RCIT operating budget].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with GST for the purchase of EMC Networker Backup and related products, services and support;
2. Approve the attached lease schedule to be added to the Lease Purchase Agreement authorized by Resolution 2016-100 previously approved by the Board on 03/29/2016 (M.O. 3-46) for the purpose of financing the EMC Networker Backup and related products, services and support for \$2,659,157 at zero percent for five years;
3. Approve the attached lease schedule to be added to the Lease Purchase Agreement authorized by Resolution 2016-100 previously approved by the Board on 03/29/2016 (M.O. 3-46) for the purpose of financing the purchase of Dell Hardware from GST for \$2,457,744 at zero percent for five years; and;

(Continued on page 2)

Steve Reneker
Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 1,023,380	\$ 5,116,901	\$ 1,023,380	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: RCIT Operating Budget-ISF Fund	Budget Adjustment: No
	For Fiscal Year: 16/17 - 20/21

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Corgan

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Purchasing & Fleet Services:
Teresa Summers, Assistant Director

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Golden Star Technologies (GST) agreement for EMC enterprise backup system, related products and services; also, hardware purchase to support previously approved VMware enterprise license agreement; zero percent financing for five years (vote on separately) [All Districts]; [Total cost \$5,116,901, RCIT operating budget].

DATE: April 14, 2016

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RECOMMENDED MOTION: (Continued)

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement; and sign amendments that do not increase the compensation more than 10% of the total contract amount

BACKGROUND:

Summary

The County purchased the existing EMC Networker tape backup solution over seven (7) years ago. This current backup infrastructure is undersized, outdated, and unsupported. This places the County in the precarious situation of losing critical data and reputation. The backup system needs to be updated and expanded to support newer applications along with the dramatic increase in the size of data that must be protected. The time to backup RCIT managed systems to tape has increased to over 57 hours for full backups making it difficult to protect critical data in a timely manner and send a copy of the data offsite for disaster/recovery purposes.

RCIT has been working with EMC on the requirements and has designed an architecture that will consolidate backups into the Riverside County Collaboration Center (RC3), the County's data center, and maximize performance across the County's wide area network (WAN). This will allow departments with slower connection speeds to take advantage of the backup environment to protect their critical systems and move copies of critical data to RC3 for disaster/recovery purposes. In addition, improvements in technology allow offsite copies of the data to be stored in the cloud rather than to tape, which significantly reduces the need to write data to tape and manually send offsite. The total cost of this project is \$2,659,157 over 5 years and is included in RCIT's rates for FY 16/17.

The EMC five (5) year proposal includes:

- Up to 500TB of data to be backed up and protected, with 30 days of data kept onsite. This is projected to cover the County for the next 5 years.
- The ability to replicate data to the public cloud minimizing the need to use expensive offsite tapes.
- Services and training to upgrade the existing environment.
- A resident EMC expert on staff for one (1) year to fully execute the upgrade and enhancements across the County.

Additionally, RCIT is beginning a multi-year project to virtualize and consolidate critical systems from around the county into RC3. On March 29, 2016, the Board of Supervisors approved the VMware Enterprise License Agreement (ELA) which provides the software component of the virtualization project. RCIT has been working with Dell on the project requirements and is ready to purchase the hardware components of the virtualization project. The recommended solution provides the capacity to consolidate the majority of the County's systems into RC3 and the ability to integrate with existing hardware for expansion and growth over the next three to five years. The total cost of this purchase is \$2,457,744 over 5 years and is included in RCIT's rates for FY 16/17.

Impact on Citizens and Businesses

The EMC Enterprise Backup Solution will ensure the County's ability to maintain its critical data in the most secure and cost effective manner possible providing great benefit to its citizens and businesses.

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FORM 11: Golden Star Technologies (GST) agreement for EMC enterprise backup system, related products and services; also, hardware purchase to support previously approved VMware enterprise license agreement; zero percent financing for five years (vote on separately) [All Districts]; [Total cost \$5,116,901, RCIT operating budget].

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SUPPLEMENTAL:

Additional Fiscal Information

As RCIT builds the platform to support the consolidation into RC3, RCIT will leverage the software and hardware products available within the agreement to execute a migration/consolidation/backup strategy that will drive an additional \$900,000 savings in data center migration cost and protect the County's critical systems from data loss.

Contract History and Price Reasonableness

On March 4, 2016 Purchasing released Request for Quote (RFQ) #ITARC-410 for Dell Hardware and EMC Enterprise Backup System. Notification was posted and sent to thirteen county awarded vendors. When the bid closed on March 16, 2016, five bidders responded to the RFQ with quotes ranging; from \$2,024,564 to \$10,797,437. The lowest bid at \$2,024,564 provided pricing for a substitution of the EMC product and did not include the required Dell hardware and therefore was considered nonresponsive.

Purchasing and RCIT evaluated the quotations and recommend the award to GST as the most responsive/responsible bidder. GST has provided a lease arrangement through US Bank at zero percent financing over a five year period. The County's approved financing institution cannot match the zero percent financing.

Attachment:

1. Dell hardware quote from GST.
2. EMC Enterprise Backup Agreement with GST.
3. Lease Schedules with US Bank.



***Agreement between the County of Riverside and
Golden Star Technology***

April 13, 2016

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 4/14/16

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**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE
AND GOLDEN STAR TECHNOLOGY, INC.
(EMC ENTERPRISE LICENSE AGREEMENT)**

This Agreement is entered into between the County of Riverside and Golden Star Technology, Inc. (GST), with an effective date of April ____, 2016, in response to RFQ ITARC-410 for an EMC Enterprise License Agreement, Dell hardware and related services and support. The parties agree as follows:

1. The following documents are attached to and incorporated into this Agreement:

- Exhibit A: EMC End User License and Support Services
- Exhibit B: Additional Support and Services
- Exhibit C: GST Statement of Work (DPS Resident)
- Exhibit D: Pricing
- Exhibit E: Insurance

2. The following terms are part of the Agreement and shall take precedence over conflicting terms stated in the exhibits or attachments:

- A. GST (including any of its employees or subcontractors) is, for all purposes related to this Agreement, an independent contractor; GST shall not be deemed an employee of the County; and GST shall not be entitled to any benefits to which County employees are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, injury or other leave benefits. There shall be no employer-employee relationship between the County and GST.
- B. This Agreement may be revised or modified only by a written amendment signed by authorized representatives of both parties.
- C. Insurance, Exhibit E: GST shall comply with the requirements stated in Exhibit E before the work is started; or, alternatively, GST shall attach as Exhibit E a certificate of insurance sufficient to cover the work to be done pursuant to Exhibit C, and naming the County as additional insured.
- D. As required by law, the County shall not be liable for payments beyond June 30 of each year (the end of County's fiscal year) unless funds are appropriated for such payments. In the event funds are not appropriated, the County shall immediately notify GST in writing and this Agreement shall be terminated. The County shall nonetheless be required to pay GST for work done or products provided through June 30.



- E. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties, who shall act quickly to attempt to resolve the dispute. Any unresolved dispute relating to this Agreement shall be decided by the County's Purchasing Department Compliance Contract Officer, who shall furnish a decision in writing. The decision of the Compliance Contract Officer shall be final. GST shall proceed diligently with its performance pending resolution of a dispute.
- F. Despite what is stated elsewhere in the exhibits or attachments, this Agreement shall be governed by the laws of the State of California. Any legal action related to this Agreement shall be filed only in the Superior Court of the State of California or the U.S. District Court located in Riverside, California. Prior to the filing of any legal action related to the Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral mediator. The parties shall share the cost of the mediation. The 18-month "Limitation Period" to make a claim is increased to two years.
- G. In addition to the confidentiality requirements stated elsewhere in the exhibits or attachments, the following shall also apply to County information (or data) obtained by GST pursuant to its work under this Agreement: GST shall use such information only for carrying out its work under this Agreement; and shall not disclose, except as specifically permitted by this Agreement, any information to anyone other than the County. GST shall not use for personal gain or make other improper use of information acquired in connection with this Agreement. Without limitation, this applies to all County information, County operational procedures, including but not limited to technology, security, personnel and purchasing issues.
- H. The terms of all exhibits and attachments shall apply to all entities, agencies and districts governed by the County Board of Supervisors.
- I. As used in the exhibits and attachments, any warranty or performance terms that state:
- the equipment, product or service will "perform substantially in accordance with Documentation" (or similar) shall be changed to state the equipment, product or service shall "perform in all materials aspects in accordance with Documentation";
 - the equipment, product or service will "perform substantially in accordance with EMC's applicable Documentation" (or similar) shall be changed to state the equipment, product or service shall "perform in all materials aspects in accordance with EMC's applicable Documentation"; and




- the equipment, product or service will “substantially conform to the applicable Documentation” (or similar) shall be changed to the equipment, product or service shall “conform in all material aspects to the applicable Documentation”.
 - J. As used in the exhibits and attachments, “acceptance” by the County of equipment, product or services shall occur only after written acceptance by the County after delivery and validation by GST or EMC. This shall, without limitation, apply to the definition of “Delivery”, which includes acceptance. There shall be no deemed acceptance by the County for equipment, products or services.
 - K. As used in the exhibits and attachments, the total liability limit of GST or EMC related to the Agreement shall be increased to \$2,500,000 (representative of the approximate total value of the contract).
 - L. As used in the exhibits and attachments, the ten day notice time period contained in warranty provisions for failure of equipment, products or services shall be changed to 30 days.
 - M. Travel and related expenses are included in the prices stated in the attachments and exhibits.
3. This Agreement represents the entire understanding between the parties regarding the subject matter of the Agreement.

County of Riverside

Golden Star Technology, Inc.

By: _____
John J. Benoit
Chairman, Board of Supervisors

By: 
Henry Ngo
Senior Vice President of Sales

Dated: _____

Dated: 4/13/2016

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS DATE

**Exhibit A:
EMC End User License and Support Services**



END USER LICENSE AND SUPPORT SERVICES AGREEMENT

(For use only in the United States & Canada)

This End User License and Support Services Agreement (the "Agreement") establishes the terms under which EMC offers to make available to an End User the license for Software and the warranty and Support Services for Equipment and Software. For purposes of this Agreement, an "End User is a purchaser of Equipment or Software licenses and/or related Support Services from an EMC Channel Partner, for use by the End User within the US or Canada, for its internal productive use and not for further resale or delivery of services to third parties. This Agreement is binding on End User and EMC when referenced or incorporated in a quote from the Channel Partner that directs the End User to the website at which this Agreement is posted and End User places an order in response to such quote. "EMC" means EMC Corporation for Products used within the US and means EMC Corporation of Canada for Products used within Canada.

1. DEFINITIONS.

A. "Affiliate" means a legal entity that is controlled by, controls, or is under common control with EMC or End User, respectively. "Control" means more than 50% of the voting power or ownership interests.

B. "Customer Support Tools" means any software or other tools made available by EMC to End User to enable End User to perform various self-maintenance activities.

C. "EMC Channel Partner" means a reseller, distributor or system integrator that is authorized by EMC to sell Equipment, Software licenses and Support Services. The term shall also refer to any third party duly authorized by an EMC Channel Partner to do the same.

C. "Documentation" means the then-current, generally available, written user manuals and online help and guides provided by EMC for Products.

D. "Installation Site" means the ship-to address or other location identified in writing by the EMC Channel Partner or End User as the site of installation and/or use of a Product, or a subsequent location approved by EMC.

E. "Maintenance Aids" mean any hardware, software or other tools, other than Customer Support Tools, used by EMC to perform diagnostic or remedial activities on Products.

F. "Products" mean "Equipment" (which is the hardware delivered to End User) and/or "Software" (which is any programming code made available by EMC to End User as a standard product, also including microcode, firmware and operating system software). Products do not include any non EMC branded third party products.

G. "Product Notice" means the Product and Services related information posted at the applicable EMC website at the time that the EMC Channel Partner orders the Products from EMC. The website is currently located at

http://www.emc.com/products/warranty_maintenance/index.jsp.

H. "Services" mean (i) services for the support and maintenance of Products ("Support Services") as set forth in Attachment 1 to this Agreement; or (ii) consulting, installation, implementation, or other services that are not Support Services ("Professional Services") as set forth in Attachment 2 to this Agreement.

I. "Software Release" means any subsequent version of Software provided by EMC after the initial version of Software has been made available to End User, but does not mean a new Product.

J. "Service Brief" means a document agreed between End User and EMC containing specifications and other transaction-specific details of the Professional Services to be provided by EMC, and may take the form of a separately executed, long form services specification; or a short form service description with an accompanying EMC model number identified on a quote provided by an EMC Channel Partner.

K. "Supplier(s)" means an entity (other than End User) whose components, subassemblies, software and/or services have been incorporated into Products and/or Services.

2. DELIVERY AND INSTALLATION.

A. Product Installation and Acceptance. All Products will be deemed to be delivered and accepted ("Delivery") upon (i) delivery of the Equipment or physical media to a common carrier selected by EMC at EMC's designated point of shipment; or (ii) transmission of a notice of availability for download (accompanied by the license key when required by EMC). Notwithstanding such acceptance, End User retains all rights and remedies set forth in the Section entitled "Product Warranty."

3. LICENSE TERMS.

A. General License Grant. Subject to End User's compliance with this Agreement, EMC grants to End User a non-exclusive, non-transferable (except as specified in this Agreement) license to use the Software and the Documentation during the period of the license solely for End User's internal business operations. Unless otherwise indicated in this Agreement or the applicable EMC quote to the Channel Partner, licenses granted to End User will be perpetual, will be for use of object code only, and will commence on Delivery. Use of Software may require End User to complete EMC's then current product registration process, if any, to obtain and input an authorization key or license file.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Product Notice and/or EMC quote to the Channel Partner. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with a certain piece equipment, CPU, network or other hardware environment; and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software needed by the Equipment with which it is shipped to perform its basic functions, is licensed for use solely on such Equipment.

C. Copying Permitted. End User may copy the Software and Documentation as necessary to install and run the quantity of copies licensed, but otherwise for archival purposes only.

D. License Restrictions. Without EMC's prior written consent, End User must not, and must not allow any third party to: (i) use Software in an application services provider, service bureau, or similar capacity for the benefit of third parties; (ii) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of EMC's Products done by or on behalf of End User; (iii) make available Software in any form to anyone other than End User's employees or contractors reasonably acceptable to EMC and which require access to use Software on behalf of End User in a matter permitted by this Agreement; (iv) transfer or sublicense Software or Documentation to an Affiliate or any third party; (v) use Software in conflict with the terms and restrictions of the Software's licensing model and other requirements specified in the Product Notice and/or EMC quote; (vi) except to the extent permitted by applicable law, modify, translate, enhance, or create derivative works from the Software, or reverse assemble or disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software; (vii) remove any copyright or other proprietary notices on or in any copies of Software; or (viii) violate

or circumvent any technological restrictions within the Software or specified in this Agreement.

E. Software Releases. Software Releases shall be subject to the license terms applicable to Software.

F. Records and Audit. During the license term for Software and for two (2) years after its expiration or termination, End User will maintain accurate records of its use of the Software sufficient to show compliance with the terms of this Agreement. During this period, EMC will have the right to audit End User's use of the Software to confirm compliance with the terms of this Agreement. That audit is subject to reasonable notice by EMC and will not unreasonably interfere with End User's business activities. EMC may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. End User will reasonably cooperate with EMC and any third party auditor and will, without prejudice to other rights of EMC, address any non-compliance identified by the audit by promptly procuring additional licenses. End User will promptly reimburse EMC for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Software fees payable by End User for the period audited, or that End User has materially failed to maintain accurate records of Software use.

G. Termination of License. EMC may terminate licenses for cause if End User breaches the terms governing use of Software and fails to cure within thirty (30) days after receipt of EMC's written notice thereof. Upon termination of a license, End User shall cease all use and return or certify destruction of applicable Software (including copies) to EMC.

H. Reserved Rights. EMC reserves all rights not expressly granted to End User and does not transfer any ownership rights in any Software.

I. Other License Terms. If a particular Product or component is provided with its own license terms ("**Separate License Terms**"), typically in the form of a (i) "click-to-accept" agreement included as part of the installation and/or download process, or (ii) "shrink-wrap" agreement included in the packaging for the Product, or (iii) notice indicating that by installation and/or use thereof the related license terms apply, then, in case of conflict with the terms of this Agreement, such Separate License Terms shall (a) prevail with regard to Products or components for which EMC is not the licensor; and (b) not prevail with regard to a Product or component for which EMC is the licensor.

4. PRODUCT WARRANTY.

A. Equipment and Software Media. EMC warrants that (i) Equipment, and Equipment upgrades installed into Equipment, when purchased from an EMC Channel Partner and operated with normal usage and regular recommended service; and (ii) the physical media, if any,

on which Software is provided by EMC or via an EMC Channel Partner, shall be free from material defects in materials and workmanship, and perform substantially in accordance with Documentation provided for Equipment or the physical media until the expiration of the warranty period. Unless otherwise noted on the Product Notice, the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment. To the extent specified in the Product Notice, Support Services in the form of the Support Option noted on the Product Notice are included free of charge during the Equipment warranty period. In some cases, a Support Option upgrade during the Equipment warranty period may be available by separate purchase.

B. Equipment and Software Media Warranty Duration. The warranty period from EMC for Products shall be as set forth at the Product Notice. Equipment warranty commences upon Delivery (as defined in Section 2.A above). Equipment upgrades and replacement parts are warranted in the same manner as the Equipment in which such are installed from Delivery thereof until the end of the warranty period for the Equipment into which such are installed. The warranty for physical media for Software, if any, is ninety (90) days and commences upon Delivery.

C. Equipment and Software Media Warranty Remedies. EMC's entire liability and End User's exclusive remedies under the Equipment and physical media for Software warranties described in this Section 5 shall be for EMC, at its option, to remedy the non-compliance or to replace the affected Product, and if EMC is unable to effect such within a reasonable time, then EMC shall refund the amount paid by End User for the affected Product as depreciated on a straight line basis over a five (5) year period, upon return of such Product to EMC. All replaced Products or portions thereof shall be returned to and become the property of EMC. If such replacement is not so returned, End User shall pay EMC's then current spare parts price therefore. EMC shall have no liability hereunder after expiration of the applicable warranty period.

D. Software Warranty, Duration and Remedy. EMC warrants to End User that the Software will, for a period of ninety (90) days following Delivery ("Software Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable Documentation; and (ii) has not been modified or added to by persons other than EMC or its authorized representative. EMC will, at its own expense and as its sole obligation and End User's exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in

that Software reported to EMC by End User in writing during the Software Warranty Period. If EMC determines that it is unable to correct the error or replace the Software, EMC will refund to End User the amount paid by End User for that Software, in which case the license for that Software will terminate.

E. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by End User or any third party; (ii) any third party items or services with which the Product is used or other causes beyond EMC's control; (iii) installation, operation or use not in accordance with EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than EMC or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without EMC's consent or whose original identification marks have been altered or removed.

F. Service Enabled Channel Partners. Certain EMC Channel Partners may provide their own warranty services, which may include remote service and/or onsite repair. Where End User orders EMC Products from such a service enabled EMC Channel Partner (confirm status with your EMC Channel Partner), the terms of this Section 5, subparts A-E shall not apply to such Products, and End User shall look solely to the service-enabled EMC Channel Partner for warranty claims.

G. Disclaimer of Warranty. OTHER THAN THE WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS AGREEMENT, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. EMC AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET END USER'S REQUIREMENTS.

5. INDEMNITY. EMC shall (i) at its own expense, defend End User against any third party claim that a Product as provided by EMC to End User infringes a patent or copyright enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against End User by a court of competent jurisdiction to the extent that such are the result of the third party claim, or pay the

amounts stated in a written settlement negotiated and approved by EMC. The foregoing obligations are subject to the following: End User (a) notifies EMC promptly in writing of such claim; (b) grants EMC sole control over the defense and settlement thereof; (c) reasonably cooperates in response to an EMC request for assistance and information; and (d) is not in material breach of this Agreement. Should any such Product become, or in EMC's opinion be likely to become, the subject of such a claim, EMC may, at its option and expense, (1) procure for End User the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; or (3) if, in EMC's opinion, neither of the foregoing are reasonably available, EMC shall notify End User to return the Product and, upon receipt thereof, EMC shall refund the price paid by End User, less straight-line depreciation based on a five (5) year useful life for Products. EMC shall have no obligation or liability to the extent that the alleged infringement arises out of or relates to: (A) combination, operation or use of a Product as Delivered by EMC with any products, services, items, or technology that (i) were not provided by EMC; or (ii) were provided by EMC but were obtained by EMC from a third party (such as an EMC Select Product, Brokerage Product or any other technology, item or service not developed, performed or manufactured by EMC), except if provided by EMC as an embedded component of an EMC Product; (B) use for a purpose or in a manner for which the Product was not designed or use after EMC notifies End User to cease such use due to a possible or pending claim of infringement; (C) any modification made by any person other than EMC or its authorized representatives; (D) any modifications to a Product made by EMC pursuant to instructions, designs, specifications or any other information provided to EMC by or on behalf of End User; (E) use of any version of a Product when an upgrade or newer iteration of the Product made available by EMC would have avoided the infringement; (F) services provided by End User and/or any revenue End User derives therefrom; or (G) any data or information which End User or a third party records on or utilizes in connection with Products. THIS SECTION STATES END USER'S SOLE AND EXCLUSIVE REMEDY AND EMC'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS PERTAINING TO PRODUCTS.

6. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT WITH RESPECT TO CLAIMS PURSUANT TO SECTION 5 ABOVE, EMC'S TOTAL LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO

PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) US\$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID TO EMC FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR PRODUCT FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER END USER NOR EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Regular Back-ups. As part of its obligation to mitigate damages, End User shall take reasonable data back-up measures. In particular, End User shall provide for a daily back-up process and back-up the relevant data before EMC performs any remedial, upgrade or other works on End User's production systems. To the extent EMC's liability for loss of data is not anyway excluded under this Agreement, EMC shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if End User had appropriately backed up its data.

D. Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

E. Suppliers. The foregoing limitations shall also apply in favor of EMC's Suppliers.

7. LEASING TRANSACTIONS.

A. General. From time to time, End User may obtain "Leased Products" (meaning Products made available by EMC through an EMC Channel Partner to End User which may be subsequently leased to End User pursuant to a separate lease or financing agreement consisting of a "Master Lease Agreement" and related product specific lease supplements). However, the terms of this Agreement shall govern End User's use of Leased Products and any Services identified in the applicable lease supplement subject to the exceptions set forth immediately below.

B. Exceptions. For Leased Products: (i) no title shall pass to End User, but shall remain with EMC or its designee; (ii) in lieu of a refund, if any, due from EMC to End User pursuant to a claim under warranty or of

indemnification for patent or copyright infringement, EMC shall assume all of End User's remaining lease obligations for the affected Leased Products. Notwithstanding the termination terms of this Agreement or any applicable Service Brief, if Support Services fees and/or Professional Services fees are financed with EMC under a Master Lease Agreement, payment of such fees shall be made in accordance with the terms of the Master Lease Agreement and applicable lease supplement and shall continue unabated in accordance with the terms and conditions thereof.

8. CONFIDENTIALITY. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party. The obligation of confidentiality will apply for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) End User data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice).

9. TRADE COMPLIANCE. All content, Services and the technology included therein (collectively the "Materials") provided under this Agreement are subject

to governmental restrictions on exports and imports including without limitation (i) exports from the U.S and the European Union as well as re-export from third countries in the form received; (ii) exports from other countries in which the Materials may be produced or located; (iii) disclosures of technology to non-U.S persons; (iv) exports from other countries of the same or products derivative of Materials; and (v) the importation and/or use the Materials outside of the U.S. or other countries (collectively, "Trade Laws"). End User must comply with all Trade Laws. Diversion contrary to U.S. law or other Trade Laws is expressly prohibited. In addition, End User shall not send or deliver to EMC any data controlled by the International Traffic in Arms Regulations ("ITAR"), and shall not request Materials or Service from EMC where an ITAR license is required in order for EMC to provide such Materials or Service, unless the EMC Global Trade Compliance Group Office has signed a specific agreement consenting to provide ITAR controlled Materials or Service to End User. End User represents and warrants that it is not (a) listed on any of the lists of restricted parties found at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>; (b) located in any country subject to embargo by the U.S. (identified as an E:1 country in Supplement 1 to Part 740 of the United States Export Administration Regulations ("EAR"), as shown here and updated from time to time: <http://www.ecfr.gov/cgi-bin/text-idx?SID=7f51b38428b0614519eea4b4fdc8640e&node=15:2.1.3.4.25.0.1.21.28&rgn=div9>); or (c) engaged in the proliferation of weapons of mass destruction (i.e., nuclear, chemical or biological weapons or missiles). End User will not participate or ask EMC to participate in any illegal boycott.

10. TERM AND TERMINATION.

A. Term of Agreement. The term of the Agreement begins on the Effective Date and continues until the Agreement is terminated (i) in accordance with this Section 10, or (ii) or until End User ceases to use or possess the Products or receive the Services ("Term").

B. Termination of Agreement. The Agreement may be terminated by either party at any time, effective sixty (60) days after delivery of written notice to the other party. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including provisions relating to records and audit, confidentiality and liability.

11. MISCELLANEOUS.

A. References. EMC may identify End User as a user of EMC's Products and/or Services. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this

Agreement, without the prior written approval of the other, which approval shall not be unreasonably withheld.

B. Notices. Any notices hereunder shall be in writing.

C. Entire Agreement. This Agreement, the Exhibits identified in subsection J below and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties.

D. Force Majeure. Neither party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that party's reasonable control.

E. Assignment. End User will not assign this Agreement or a purchase order or any right or obligation herein or delegate any performance without EMC's prior written consent, which consent will not be unreasonably withheld. Any other attempted assignment or transfer by End User will be void. EMC may use its Affiliates or other sufficiently qualified subcontractors to provide Services to End User, provided that EMC remains responsible to End User for the Services' performance.

F. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in the Commonwealth of Massachusetts will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

G. Waiver. Failure to enforce a provision of this Agreement will not constitute a waiver.

H. Independent Contractors. The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party shall have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

I. Severability. If any part of this Agreement, purchase order, quote or Statement of Work is held unenforceable, the validity of all remaining parts will not be affected.

J. Exhibits. The following Exhibits form part of this Agreement, and in the event of a conflict between an Exhibit and the main terms of this Agreement, the terms of the Exhibit shall prevail.

Attachment 1 – Support Services Exhibit

Attachment 2 – Professional Services Exhibit

Attachment 3 – Pivotal™ Products Exhibit

12. COUNTRY SPECIFIC TERMS.

A. CANADA. The terms in this subsection A apply only when EMC means EMC Corporation of Canada.

1. **Section 2.A (Delivery).** The first sentence is deleted in its entirety and replaced with: "All Products will be deemed to be delivered and accepted ("**Delivery**") upon the following (as applicable) (i) title and risk of loss to Equipment or physical media, if any, transfers to End User at the time and place that the media clears Canadian Customs; or (ii) transmission of a notice of availability for download (accompanied by the license key when required by EMC)"

2. **Section 12 (MISCELLANEOUS).**

(a) **Section 12.F Governing Law.** The first and second sentences are deleted in their entirety and replaced with: "This Agreement is governed by the laws of the Province of Ontario, Canada, excluding its conflict of laws rules. To the extent permitted by law, the courts located in the Province of Ontario will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement.

(b) Add the following as new subsection K:

K. Language. The parties have required that this Agreement be drawn up in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English.

Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Attachment 1 to End User License and Support Services Agreement

Support Services Exhibit

This Support Services Exhibit (“**Exhibit**”) sets forth the terms governing the provision of Support Services ordered by End User from an EMC Channel Partner who provides that the Agreement shall govern orders for Support Services performed by EMC during or after the applicable warranty period.

1. DEFINITIONS.

A. All definitions set forth in the main body of the Agreement shall also apply to this Exhibit.

B. “EMC Service Area” means the area that is within (i) one hundred (100) drivable miles of an EMC service location; and (ii) the same country as the EMC service location.

C. “Time and Materials Service” means any maintenance or support service that is provided by EMC but not part of fixed-fee Support Services or other generally available service related offering from EMC using a pre-established fee, but which will be separately charged to End User on a time and materials basis and may be made available under a separate set of Time and Materials Services terms and conditions.

2. SUPPORT SERVICES.

A. Scope. The contents of Support Services for each Product (the “**Support Option**”) are set forth in the Product Notice, and unless otherwise indicated in the Product Notice, consist of (i) using commercially reasonable efforts to remedy failures of Products to perform substantially in accordance with EMC’s applicable Documentation; (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); and (iii) providing, or enabling End User to download Software Releases and Documentation updates made generally available by EMC at no additional charge to other purchasers of Support Services for the applicable Product. EMC reserves the right to change the scope of Support Services on sixty (60) days’ prior written notice to End User.

B. Additional Support. EMC reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service. Time and Materials Service will be charged and invoiced by EMC in accordance with terms governing each such Time and Materials Service engagement. Except to the extent that Support Services are independent of the Equipment’s location, EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to EMC’s then-current end-of-service-life policy for the respective Product. EMC shall have no obligation to provide Support Services for Software problems that cannot be reproduced at EMC’s facility or via remote access to End User’s facility. Support Services do not

include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

C. Exclusions. Support Services do not cover a problem that would have been excluded from coverage pursuant to Section 5 E in the main body of the Agreement had the problem arisen during the warranty period of the affected Product.

D. Re-Instatement of Support. If End User wishes to reinstate Support Services for a Product that is not then currently covered thereby, such re-instatement shall be subject to a certification at EMC’s then current Time and Materials Service rates and conditions. Once so certified, Support Services shall commence upon payment to EMC of (i) the charge for the above described Time and Materials Service; (ii) the amount EMC would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve (12) months of the newly commenced Support Services.

E. Channel Partner Provided Support. Certain EMC Channel Partners may provide technical support, which may include remote service and/or onsite repair. Where End User orders EMC Products from such an EMC Channel Partner (confirm status with your EMC Channel Partner), the terms of this Exhibit shall not apply to such Products, and End User shall look solely to that EMC Channel Partner for any support on the Products.

3. END USER RESPONSIBILITIES.

A. Cooperation. End User shall (i) promptly notify EMC when a Product fails and provide EMC with sufficient details so that the failure can be reproduced by EMC; (ii) allow EMC remote and on-site (when deemed necessary by EMC) access to the Product to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software and equipment reasonably required by EMC), information and assistance required to provide Support Services.

B. Support Contacts. Unless a specific number of authorized contacts are indicated on the Product Notice, End User shall designate in writing a reasonable number of authorized contacts, as determined by End User and EMC, who shall initially report problems and receive Support Services from EMC. Each End User representative shall be familiar with End User’s requirements and shall have the expertise and capabilities necessary to permit EMC to fulfill its obligations. A change to the authorized support

contacts by End User shall be submitted to EMC in writing.

4. ADDITIONAL TERMS.

A. Maintenance Aids and Spare Parts for Equipment.

End User authorizes EMC to store Maintenance Aids and spare parts at the Installation Site and agrees that such are for use only by EMC authorized personnel. End User shall not, and shall not authorize any third party to, make any use thereof. EMC is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to End User, to enter the Installation Site, or to use remote means, to remove and/or disable Maintenance Aids and spare parts. End User shall reasonably cooperate in this effort.

B. Customer Support Tools. EMC may choose to make End User Support Tools available to assist End User in performing various maintenance or support related tasks. End User shall use End User Support Tools only in accordance with terms under which EMC makes such available.

C. Equipment Replacements. All replaced Equipment (or portions thereof) shall become the property of EMC upon End User's receipt of the corresponding replacement, and shall be returned promptly upon EMC's request. If such replaced Equipment is not so returned within fifteen (15) days after EMC's request, End User shall pay EMC's then current spare parts list price therefore.

D. Data Security Options. End User is, at its own expense, fully responsible for the permanent erasure of all information, including without limitation all personally identifiable and other protected information placed on, and by use of a method that does not cause damage to, any replaced parts or any other items that End User provides to EMC for repair, trade-in, or disposal, before such items are returned to EMC. Descriptions and charges associated with EMC's then currently offered data erasure services are available on request. EMC is not responsible for any information contained on such items notwithstanding anything to the contrary herein.

E. Proactive Product Changes. EMC may, at its expense, implement changes to the Products upon reasonable notice to End User (i) when such changes do not adversely affect interchangeability or performance of the Products; (ii) when EMC reasonably believes such changes are required for purposes of safety or reliability; or (iii) when EMC is required by law to do so. End User shall give EMC reasonable access to the Products for such purpose.

F. Software Releases. Upon use of a Software Release, End User shall remove and make no further use of all prior Software Releases, and protect such prior Software Releases from disclosure or use by any third party. End User is authorized to retain a copy of each Software Release properly obtained by End User for End User's archive purposes and use as a temporary back-up if the

current Software Release becomes inoperable. End User shall use and deploy Software Releases strictly in accordance with terms of the original license for Software.

G. Change of Equipment Location or Configuration.

End User may change the Installation Site or configuration of a Product under Support Services by EMC only after written notice to EMC. If the new location is in a different country, such move is subject to EMC's prior written approval. End User shall promptly notify EMC of any changes to the configuration, or movement of Equipment by anyone other than EMC. EMC reserves the right to inspect and evaluate the changes in configuration or location of affected Equipment at EMC's then current Time and Materials Service terms, conditions and rates. Additional charges, if any, related to changes in configuration or location of Equipment shall apply from the date the change took place.

H. Movement of Software. If End User is current in the payment of the applicable Support Services fee, End User may, to the extent technologically compatible, discontinue all use of the Software on the hardware or network environment for which it was originally licensed and begin the corresponding use thereof on a different End User owned or controlled hardware or network environment provided that End User (i) gives EMC advance, written notice of such move; and (ii) pays the applicable transfer and/or upgrade fee assessed by EMC for such a move (if any).

I. Remote Support Capability. As part of Support Services, EMC makes various remote support capabilities available for certain Products in accordance with its then current policies and procedures. EMC's warranty and Support Services fees are based on the availability and use of such remote support capabilities. End User has the option to not activate or to disable remote support capabilities, but it shall notify EMC thereof without undue delay. If End User chooses to disable or to not activate the remote support capabilities, then, with regard to all Products affected by such disablement (i) EMC may assess End User a surcharge in accordance with EMC's then current standard rates; and (ii) agreed response times or other agreed service levels (if any) shall no longer apply.

J. Alterations and Attachments to Equipment. EMC does not restrict End User from making alterations to, or installing other products in or with, the Equipment at End User's expense; provided End User is responsible for any inspection fees and/or additional charges resulting from such activities. If the alterations or attachments prevent or hinder EMC's performance of Support Services, End User shall, upon EMC's request, take corrective action. End User's failure to take appropriate corrective action shall be deemed a breach hereof.

K. Transfer of Equipment to Secondary Purchasers. If End User decides to sell, assign or otherwise transfer the use and/or ownership of Equipment to a Secondary

Purchaser (meaning a bona fide end user that (i) is not considered, in EMC's reasonable discretion, to be a competitor of EMC; and/or (ii) has not had prior disputes with EMC), to the extent EMC resources reasonably permit, EMC shall make available to End User, as a Time and Materials Service, de-installation services. In addition, and to the extent EMC resources reasonably permit, EMC shall make available to the Secondary Purchaser, (a) Equipment installation and re-certification services as a Time and Materials Service; and (b) Support Services for Equipment meeting the certification criteria.

L. Software Support Services affected by Change in Equipment Status. For Software used on or operated in connection with Equipment that ceases to be covered by Support Services or the EMC Equipment warranty, EMC reserves the right to send End User written notice that EMC has either chosen to discontinue or change the price for Support Services for such Software (with such price change effective as of the date the applicable Equipment ceases to be so covered). If EMC sends a discontinuation notice, or if End User rejects or does not respond to the notice of a proposed price change within thirty (30) days after receipt, End User will be deemed to have terminated the Software Support Services for its convenience and the terms of Section 6 C 2 below shall apply.

5. WARRANTY ON SUPPORT SERVICES.

A. Support Services. EMC shall perform the labor portion of Support Services in a workmanlike manner in accordance with generally accepted industry standards. End User shall notify EMC of any failure to so perform as soon as reasonably possible, and in no event more than ten (10) days after the date on which such failure first occurs. A replacement part provided in connection with Support Services receives the remainder of the Product warranty or Support Services coverage applicable to the Product containing the replacement part.

B. End User Remedies. End User's exclusive remedy and EMC's entire liability under the foregoing warranties shall be for EMC to, at its option, (i) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time, or (b) replace any replacement parts which become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty (60) days after installation thereof, whichever occurs later; and (ii) if, after reasonable efforts, EMC is not able correct such deficiencies, then End User has the right to terminate for breach in accordance with Section 6 D below.

C. No Further Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO REPLACEMENT PARTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES,

WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

6. TERM AND TERMINATION.

A. Software Support Services Term. Software related Support Services that are ordered at the same time as the license for such Software shall commence on the date of shipment of the physical media or electronic availability of the Software and continue for the period specified on the EMC quote. Renewals of Software related Support Services shall commence and expire in accordance with the dates on the applicable EMC quote.

B. Equipment Support Services Term. Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the warranty period. Renewals of Equipment related Support Services shall commence and expire in accordance with the dates on the applicable quote. Support Services for hardware upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

C. Termination for Convenience. In addition to the term and termination provisions set forth in the main body of the Agreement, the following apply to Support Services:

1. **By EMC.** If EMC terminates for its convenience, End User's sole and exclusive remedy and EMC's sole and exclusive obligation shall be to refund to End User the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period.

2. **By End User.** If End User terminates Support Services for its convenience, End User's sole and exclusive remedy and EMC's sole and exclusive obligation shall be to grant End User a credit that corresponds to the period between the effective date of the termination for convenience and the end of the then current Support Services period. Such credit may only be used against future purchases of Products or Support Services from EMC and may be reduced to recapture unearned discounts (meaning discounts to a Support Services fee that were based on an End User obligation that can no longer be fulfilled due to the termination).

D. Termination for Breach. In addition to the term and termination provisions set forth in the Agreement, either party may terminate the Support Services for a specific

Product for cause due to a material failure of the other party to comply with the terms of this Support Exhibit with regard to such Product, provided that the terminating party has given thirty (30) days' written notice specifying the failure and the other party has not remedied such failure within such time. If EMC terminates the Support Services for any Product(s) affected by such a failure by End User, such termination shall be without further liability for EMC and without any obligation to refund any fees already paid therefore. If End User terminates for EMC's breach, End User's sole and exclusive remedy and EMC's sole and exclusive obligation shall be to either issue a credit for use against current or future purchases of Products or Support Services or grant a refund (as selected by End User) for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then current Support Services period.

Attachment 2 to End User License and Support Services Agreement

Professional Services Exhibit

This Professional Services Exhibit (“**Exhibit**”) sets forth the terms governing Professional Services ordered by End User from an EMC Channel Partner who provides that the Agreement shall govern orders for Professional Services performed by EMC.

1. DEFINITIONS.

A. All definitions set forth in the main body of the Agreement shall also apply to this Exhibit.

B. “Deliverables” means any reports, analyses, scripts, code or other work results which have been delivered by EMC to End User within the framework of fulfilling obligations under the Service Brief.

C. “Proprietary Rights” mean all patents, copyrights, trade secrets or other intellectual property rights of a party.

2. PROFESSIONAL SERVICES.

A. Scope. Each project for Professional Services shall be governed by a separate Service Brief. Professional Services are provided as a separate and independent service to End User even if offered together with the sale or licensing of Products by an EMC Channel Partner in the same quote or End User purchase order.

B. Placement of EMC Personnel. EMC shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). EMC will only utilize employees or contractors that are sufficiently qualified. If specific EMC personnel cease to perform due to illness, resignation or any other reason, EMC shall without undue delay use reasonable efforts to provide a substantially equivalent replacement. EMC’s contact person responsible for liaising with End User will exclusively be the person identified by EMC as being responsible for the project. No employee/employer relationship is intended or shall be established by any Service Brief.

C. Standard Work Day. The standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays at the EMC location providing Professional Services.

D. End User Responsibilities. End User shall provide EMC personnel with timely access to appropriate facilities, space, power, documentation, networks (including internet and telephone), files, information, additional software (if needed), and skilled and authorized End User personnel to assist in the performance and who will cooperate with EMC. End User shall also perform its specific obligations as described in the relevant Service Brief, and, if necessary, assist and support EMC in the provision of the Professional Services as reasonably requested by EMC, and shall provide all conditions in its business necessary for due performance of Professional Services by EMC.

3. PROPRIETARY RIGHTS.

A. Grant of Copyright Rights in Deliverables. Subject to EMC’s receipt of payment of the applicable amounts due EMC and to EMC’s Proprietary Rights in the Deliverables or other materials used by EMC to perform Professional Services, End User shall own all copyright rights to the portion of Deliverables that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to End User in the performance of EMC’s obligations under the Service Brief.

B. Grant of License Rights in Deliverables. For the portion of Deliverables that consists of scripts and code and subject to End User’s compliance with the Agreement, EMC grants End User a non-exclusive, non-transferable, perpetual right to use, copy and create derivative works from such (without the right to sublicense) for End User’s internal business operations, as contemplated by the applicable Service Brief. The license granted in this section does not apply to (i) End User furnished materials, and (ii) any other Products or items licensed, or otherwise provided, under a separate agreement.

C. End User Furnished Materials. End User retains ownership any of its rights in materials it furnishes for use by EMC in connection with the performance of Professional Services. Pursuant to End User’s Proprietary Rights therein, End User grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of End User in fulfillment of EMC’s obligations under the Service Brief.

D. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Professional Services provided hereunder, or, subject to EMC’s confidentiality obligations to End User, in using the Deliverables or performing similar Professional Services for any other projects.

4. TRAINING SERVICES.

A. Courses. EMC’s standard training Services are available through the applicable catalogue or website. EMC customized training Services are available pursuant to an Service Brief.

B. Cancellation and Refunds. If End User prepays and subsequently cancels standard training Services, EMC shall provide (i) a full refund, if EMC receives written notice of cancellation two (2) or more weeks before the

scheduled start date; or (ii) a 50% refund, if EMC receives written notice of cancellation less than two (2) weeks before, but prior to, the scheduled start date. Cancellation charges for customized training Services shall be as mutually agreed between the parties in the applicable Service Brief.

5. WARRANTY.

A. Professional Services. EMC shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. End User must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Professional Services.

B. End User Remedies. EMC's entire liability and End User's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure; and/or (ii) terminate the applicable Service Brief and refund that portion of any fees received that correspond to such failure to perform.

C. No Further Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, EMC

(INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

6. TERM OF PROFESSIONAL SERVICES.

A. Termination for Breach of Service Brief. Either party may notify the other in writing in case of the other's alleged breach of a material provision of the applicable Service Brief. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure (the "**Cure Period**"). If the recipient of the notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable Service Brief(s), which notice shall take effect upon receipt.

Attachment 3 to End User License and Support Services Agreement

Pivotal® Products Exhibit

This Pivotal Products Exhibit (“**Exhibit**”) sets forth the additional terms governing the provision of Pivotal Products ordered by End User from an EMC Channel Partner who provides that the Agreement shall govern orders for Pivotal Products.

1. DEFINITIONS.

A. All definitions set forth in the main body of the Agreement shall also apply to this Exhibit.

B. “Open Source Software” means software components provided under a license approved by the Open Source Initiative or similar open source or freeware license and which are included in, embedded, utilized by, provided or distributed with Pivotal Products (defined below).

C. “Pivotal Product(s)” means (i) “**Pivotal Software**” (which is any programming code provided by EMC to End User as a standard product, also including microcode, firmware and operating system software, which contains the designation of “Pivotal,” “PV,” or such other identifier as may be assigned by EMC on the applicable quote to indicate software which EMC sources from its affiliates Pivotal Software, Inc. or GoPivotal International Limited; and/or (ii) **Pivotal Support Services** (defined below).

D. “Pivotal Support Services” means the services available from EMC or its designee which (i) contain the designation of “Pivotal,” “PV,” or such other identifier as may be assigned by EMC on the applicable quote to indicate support of Pivotal Software; and (ii) provide Software Releases and support and maintenance of Pivotal Software as set forth at <http://www.pivotal.io/support>, and may be updated by or on behalf of EMC from time to time.

E. “Software Subscription” consists of (i) access to the Pivotal Product and Documentation subject to the licensing terms and restrictions set forth in the applicable Product Guide; and (ii) Pivotal Support Services which include any new Pivotal Product and upgrades introduced with respect to the Software Subscription set forth in the quote on a “when and if available” basis during the Subscription Period.

F. “Subscription Period” means the period of time commencing on the date that EMC either (i) ships the physical media to End User; or (ii) sends a notification that the Pivotal Software is available for electronic download, and continues for the period specified as such on the quote.

G. “Technology” means Open Source Software, software, hardware, technology and/or other materials.

2. ADDITIONAL TERMS.

A. License Provisions. The parties hereby incorporate by reference the applicable terms the product-specific use rights and restrictions of the Pivotal Product’s relevant licensing model, currently located at <http://www.pivotal.io/product-guide> (“**Product Guide**”). Notwithstanding anything herein to the contrary, Open Source Software is provided by EMC, but is licensed to End User solely under its applicable third party licensor’s

own license terms, which can be found in the `open_source_licenses.txt` file included in the Pivotal Product, the Documentation, or as applicable, the corresponding source files for the Pivotal Product currently available at <http://www.pivotal.io/open-source>. End User is responsible for complying with any third party licensor terms and conditions applicable to such Open Source Software.

B. Subscription Provisions. EMC grants End User a non-exclusive, non-transferable license to use the Pivotal Software up to the maximum licensed capacity during the Subscription Period as set forth in the quote. Should End User exceed the licensed capacity during the Subscription Period, End User will promptly procure license rights for additional capacity at a mutually-agreed price. At least sixty (60) days prior to the expiration of the Subscription Period, EMC will send a notification giving the option to renew for one (1) additional year at the same annual rate as set forth herein. Following the expiration of the Subscription Period, the Subscription shall automatically renew for one (1) additional year at the same annual rate as set forth herein if End User does not notify EMC at least thirty (30) days prior to the expiration of the Subscription Period of its intent not to renew the Software Subscription for one (1) additional year. Upon End User’s notification to EMC not to renew, End User agrees to cease using the Pivotal Software at the end of the Subscription Period and will certify same to EMC.

3. AMENDED TERMS. For purposes of this Section 3, references to EMC are deemed to include EMC’s subsidiaries/affiliated companies currently known as Pivotal Software, Inc. and/or GoPivotal International Limited.

A. Section 7 of the Agreement, entitled “INDEMNITY,” is amended by adding the following to the list of circumstances for which EMC disclaims liability for infringement:

“Notwithstanding any term to the contrary in the Agreement, (i) Technology not developed by EMC, (ii) combination, operation or use thereof, and/or (iii) combination, operation or use of EMC-developed Technology with Technology not developed by EMC.”

B. Section 8 of the Agreement, entitled “LIMITATION OF LIABILITY,” is amended by adding the following as new subsection F:

F. Liability for IP Infringement Claims. Notwithstanding any term to the contrary set forth in Section 7 (INDEMNITY) of the Agreement, EMC’s total liability for any claim of infringement arising under this

Agreement shall be limited to an amount not to exceed One Million Dollars (US\$1,000,000.00).

Exhibit B: Additional Support and Services

EMC PREMIUM SUPPORT

The following chart lists the service features of Premium Support provided under EMC's warranty and/or maintenance terms.

Premium Support is available as to:

1. EMC[®] Equipment which is identified on the [EMC Product Warranty and Maintenance Table](#) as
 - including Premium Support during the applicable warranty period; or
 - eligible for upgrade to Premium Support during the applicable warranty period; or
 - eligible for Premium Support during a subsequent maintenance period
2. EMC Software which is identified on the [EMC Product Warranty and Maintenance Table](#) as eligible for Premium Support during a maintenance period

SERVICE FEATURE	DESCRIPTION	PREMIUM SUPPORT □ COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	<p>Customer may contact EMC by telephone or web interface on a 24x7 basis to report an Equipment or Software problem and provide input for initial assessment of Severity Level*.</p> <p>EMC provides (i) a response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC, Onsite Response as described below.</p>	<p>Included.</p> <p>Initial response objective, based upon Severity Level, within the following time period after receipt of Customer contact:</p> <p>Severity Level 1: 30 minutes; on a 24x7 basis Severity Level 2: 2 hours; on a 24x7 basis Severity Level 3: 3 local business hours Severity Level 4: 8 local business hours</p>
ONSITE RESPONSE	<p>EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed Onsite Response necessary.</p>	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on Severity Level, within the following time period after EMC deems Onsite Support is necessary.</p> <p>Severity Level 1: 4 hours on a 24x7 basis Severity Level 2: Within 12 hours on a 24x7 basis Severity Level 3: Next business day, local business hours Severity Level 4: Next business day, local business hours</p> <p>Onsite Response does not apply to Software, but may be separately purchased.</p>
REPLACEMENT PARTS DELIVERY	<p>EMC provides replacement parts when deemed necessary by EMC.</p>	<p>Included.</p> <p>Replacement part delivery objective is based upon Severity Level, within the following time period after EMC deems a replacement part is necessary:</p> <p>Severity Level 1: 4 hours on a 24x7 basis Severity Level 2: Within 12 hours on a 24x7 basis Severity Level 3: Next business day, local business hours Severity Level 4: Next business day, local business hours</p>

		<p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts and the related Onsite Response.</p> <p>Installation of all replacement parts performed by EMC as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs).</p> <p>See EMC Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment.</p> <p>If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by EMC.</p>
RIGHTS TO NEW RELEASES OF SOFTWARE	EMC provides the rights to new Software Releases as made generally available by EMC.	Included.
INSTALLATION OF SOFTWARE RELEASES	EMC will perform the installation of new Software Releases.	<p>Included for Software which EMC determines is Equipment operating environment Software.</p> <p>Customer will perform the installation of new Software Releases of Software (that is, Software not classified as Equipment operating environment Software), unless otherwise deemed necessary by EMC.</p>
24x7 REMOTE MONITORING AND REPAIR	<p>Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination.</p> <p>EMC will remotely access products if necessary for additional diagnostics and to provide remote support.</p>	<p>Included for products which have remote monitoring tools and technology available from EMC.</p> <p>Once EMC is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>
24x7 ACCESS TO ONLINE SUPPORT TOOLS	Customers who have properly registered have access on a 24X7 basis to EMC's web-based knowledge and self-help customer support tools via the EMC Online Support site.	Included.

***Severity Levels:**

- **Severity 1 □ Critical:** a severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2 □ High:** the customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3 □ Medium:** the customer or workgroup performance of job function is largely unaffected.
- **Severity 4 □ Request:** minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. "EMC Service Area" means a location that is within (i) a one hundred (100) mile radius of an EMC service location; and (ii) the country in which the Installation Site is located, unless otherwise defined in your governing agreement with EMC, in which case the definition in the governing agreement prevails.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

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EMC²

EMC Implementation for Data Domain No Shelf System QuickStart

Model Number: PS-BAS-DD00

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC[®] (“EMC”) *Service Brief* details the *EMC Implementation for Data Domain[®] No Shelf System QuickStart* service offering. This service offering provides for the installation of a Data Domain appliance into a Customer’s backup environment. This service is performed by EMC services or authorized agents.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provide the Customer with a list of required or beneficial updates.
- Plans and estimates schedule for the installation and configuration tasks for the Services.
- Conducts a Customer kickoff meeting.

- Validates that the equipment is onsite at the appropriate location with power and cable requirements met.
- Provides assistance in racking and stacking of one Data Domain appliance.
- Connects LAN cables to the Data Domain appliance.
- Connects power cables to the Data Domain appliance.
- Performs an initial Data Domain system configuration.
- Configures Data Domain purchased software license, if necessary.
- Configures system administration for auto support and alerts.
- Verifies and configures LAN connectivity.
- Verifies auto support and alerts sending, and submits Customer support ID information.
- Configures data access of up to five CIFS and/or NFS shares.
- Configures up to three Mtrees, and quotas, if necessary.
- Documents the *EMC Implementation for Data Domain No Shelf System QuickStart* service criteria in the *Configuration Guide*, detailing engagement notes and configuration information.
- Performs, completes and delivers the tests in the *Test Plan* for Customer.
- Conducts a basic Functional Overview of the implemented Data Domain environment.
- Updates asset information and documentation.
- Provides the Customer with the applicable documentation specified in the “Deliverables” section below.

Deliverables

The following *EMC Implementation for Data Domain No Shelf System QuickStart* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form*.
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for Data Domain No Shelf System QuickStart* capabilities.
- *EMC Data Domain Configuration Guide* documenting the implementation described in the “Project Scope” section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer’s systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC’s normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.

- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC's receipt and approval of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 Term; Termination. This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC's invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on EMC's

net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. **EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for Data Domain with IBM iSeries

Add-On QuickStart

Model Number: PS-BAS-DDIBMI

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the most recently signed agreement between EMC and Customer that contains terms and conditions designated to apply to professional services (“Existing Agreement”); or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your Existing Agreement, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for Data Domain® with IBM iSeries Add-On QuickStart* service offering. This service offering is an add-on to a new Data Domain (DD) appliance with virtual tape library (VTL) implementation. The DD system emulates the IBM tape library and tape drives that IBM i systems need to protect data. This service provides for the configuration of the IBM i license feature for up to four IBM i LPARs (Logical Partitions) on one IBM i physical host.

For example, to implement this IBM i add-on service for a customer purchasing a DD appliance with shelves, the customer would need to purchase the following services:

- *EMC Implementation for Data Domain (PS-BAS-DDIB)*
- *EMC Installation Add-on for Data Domain ES Shelf (PS-BAS-DDESA)*
- *EMC Installation Add-on for Data Domain DS Shelf (PS-BAS-DDDSA)*

- *EMC Implementation for Data Domain Virtual Tape Library Add-on (PS-BAS-DDVTL)*
- *EMC Implementation for Data Domain with IBM iSeries Add-On QuickStart (PS-BAS-DDIBMI)*

This service:

- Is limited to 1 (one) day of configuration activities.
- Encompasses minimal design and no project management tasks.
- Is performed by EMC services or authorized agents.
- Can be delivered remotely.

Project Scope

EMC personnel or authorized agents (“**EMC Personnel**”) shall work closely with Customer’s staff to perform the services specified below (“**Services**”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the customer, and provides the customer with a list of required or beneficial updates.
- Plans and estimates schedule for the installation and configuration tasks for the services.
- Validates that the equipment is onsite and installed correctly.
- Performs VTL Data Domain system configuration for IBM i integration at one location.
- Configures Data Domain purchased software license, if necessary.
- Configures data access for up to four LPARs.
- Demonstrates VTL is visible to the IBM i.
- Configures up to four VTL tape drives and single write/restore streams.
- Configures one MTree, if necessary.
- Configures Data Domain replication for up to four LPARs to a remote Data Domain appliance.
- Documents and delivers the *EMC Implementation for Data Domain with IBM iSeries Add-On QuickStart* service criteria in the *Configuration Guide*, detailing engagement notes and configuration information.
- Completes the tests in the *Test Plan* for the customer.
- Conducts a basic Functional Overview of the implemented Data Domain environment.

Note: Such Functional Overview relates to the customer’s storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Deliverables

The following *EMC Implementation for Data Domain with IBM iSeries Add-On QuickStart* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form.*
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for Data Domain with IBM iSeries Add-On QuickStart* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the “Project Scope” section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC Personnel as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC Personnel with access to the Customer’s subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during EMC’s normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location(s) is/are prepared prior to the commencement of the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC’s receipt and approval of the Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC’s invoice to use the Services described herein (“Service Period”). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC’s normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC’s standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of

work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 Term; Termination. This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the

date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). “**Affiliate**” means a legal entity that is controlled by, controls, or is under common “control” with EMC or Customer, respectively. “**Control**” means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC’s invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC’s invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer’s purchase order, except for taxes based on EMC’s net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC’s entire liability and Customer’s sole remedy for EMC’s failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. **EMC’S TOTAL LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC’S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the

country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for Data Domain

Model Number: PS-BAS-DDIB

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for Data Domain*® service offering. This service offering provides the installation of a Data Domain appliance into a customer’s backup environment. This service is performed by EMC services or authorized agents.

This service is limited to one day of onsite installation and activities and encompasses minimal design and project management tasks.

Important! This service does not include the installation of Data Domain shelves, and the following add-on services must be included for each shelf, and shelf type, connected to the Data Domain system:

- *EMC Installation Add-on for Data Domain ES Shelf* (PS-BAS-DDESA)
- *EMC Installation Add-on for Data Domain DS Shelf* (PS-BAS-DDDSA)

Project Scope

EMC personnel or authorized agents (“**EMC Personnel**”) shall work closely with Customer’s staff to perform the services specified below (“**Services**”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer and provides the Customer with a list of required or beneficial updates.
- Plans and estimates schedule for the installation and configuration tasks for the Services.
- Conducts a Customer kickoff meeting.
- Validates that the equipment is onsite at the appropriate location with power and cable requirements met.
- Provides assistance in racking and stacking the Data Domain appliance.
- Connects LAN cables to the Data Domain appliance.
- Connects power cables to the Data Domain appliance.
- Performs an initial Data Domain system configuration.
- Configures Data Domain purchased software license, if necessary.
- Configures system administration for auto support and alerts.
- Verifies and configures LAN connectivity.
- Expands new storage into the Data Domain appliance file system.
- Demonstrates additional capacity is recognized by the Data Domain storage system.
- Configures up to three Mtrees and quotas, if necessary.
- Configures data movement policies on applicable Mtrees.
- Configures data access for up to five CIFS or NFS or both shares.
- Verifies Data Domain auto support and alerts, sending and submitting Customer support ID information.
- Documents the *EMC Implementation for Data Domain* service criteria in the *Configuration Guide*, detailing engagement notes and configuration information.
- Performs, completes, and delivers the tests in the *Test Plan* for Customer.
- Conducts a basic *Functional Overview* of the implemented Data Domain environment.
- Updates asset information and documentation.

Deliverables

The following *EMC Implementation for Data Domain* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form*.
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate Data Domain capabilities.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.

- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer's systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC's normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC's receipt and approval of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 Term; Termination. This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

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1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting

power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

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1.5 **Warranty; Warranty Disclaimer.** EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

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1.7 **Miscellaneous.** The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for NetWorker Capacity Based (SMB)

Model Number: PS-BAS-NWSMBR

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

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Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for NetWorker® Capacity Based (SMB)* service offering. This service offering installs and configures NetWorker software in the Customer’s backup environment by means of remote connection to the Customer’s environment. This service comprises a NetWorker server and a fixed number of clients and application modules.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (for example, hardware, software, and infrastructure) are met by the Customer and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the installation, or configuration, or both tasks for the services.

- Installs and configures the following NetWorker software:
 - One NetWorker server on a Windows server.
 - One Management Console on the same server as NetWorker server software.
 - One NetWorker client on a Windows server
 - Installs and configures one NetWorker Module for Microsoft(NMM) for the following applications:
 - Microsoft Exchange
 - Microsoft SQL
 - Microsoft SharePoint
- Note:** The NMM installation is for a single server environment.
- Configures one Data Domain Appliance as a NetWorker Backup target, using DD Boost™ or Advance File Type Device.
 - Conducts a basic product Functional Overview to familiarize the Customer with the implemented NetWorker backup environment, demonstrating the normal operations as installed in the Customer's environment, which results in a practical transfer of functional knowledge to the Customer.
- Note:** Such Functional Overview relates to the customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Deliverables

The following *EMC Implementation for NetWorker Capacity Based (SMB)* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form.*
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for NetWorker Capacity Based (SMB)* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the "Project Scope" section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the "Project Scope" section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC Personnel as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC Personnel with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during EMC's normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.

- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC's receipt and approval of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 **Term; Termination.** This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC's invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on EMC's

net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. **EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

EMC², EMC, the EMC logo, and all other EMC marks used herein are registered trademarks or trademarks of EMC Corporation in the United States and other countries. All other trademarks used herein are the property of their respective owners. © Copyright 2014. EMC Corporation. All rights reserved.

EMC Implementation for NetWorker Capacity Based VBA Add-On (SMB)

Model Number: PS-BAS-NWSMBRVBA

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for NetWorker® Capacity Based VBA Add-On (SMB)* service offering. This service offering service is an add-on service for the *EMC Implementation for NetWorker Capacity Based (SMB)* (PS-BAS-NWSMBR). This service covers the additional work that is required to add a VMware Backup appliance to the NetWorker data zones.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Installs and configures one VMware Backup Appliance (VBA) in the Customer’s existing environment.
- Configures a NetWorker VMware Protection Policy to perform backup of the VBA.
- Configures a NetWorker Protection Policy for the Virtual Machine (VM) backups.

- Assigns up to five VMs to the NetWorker protection policy.
- Performs backup of the five VMs and VBA.

Deliverables

The following *EMC Implementation for NetWorker Capacity Based VBA Add-On (SMB)* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form.*
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for NetWorker Capacity Based VBA Add-On (SMB)* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the “Project Scope” section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC Personnel as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC Personnel with access to the Customer’s subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during EMC’s normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC’s receipt and approval of the Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC’s invoice to use the Services described herein (“Service Period”). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

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1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC’s entire liability and Customer's sole remedy for EMC’s failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.**

1.6 LIMITATIONS OF LIABILITY. **EMC’S TOTAL LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC’S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE**

OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for NetWorker QuickStart

Model Number: PS-BAS-NW

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for NetWorker® QuickStart* service offering. This service offering provides a quick and easy solution for installing a basic NetWorker environment. EMC personnel work with the Customer to install NetWorker into the Customer’s environment. EMC also provides the Customer with an insight into the product features and functions that improve the performance and effectiveness of their existing backup environment.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provides the Customer with a list of the required or recommended updates.
- Plans and estimates schedule for the installation and configuration tasks for the Services.
- Documents the proposed architecture in the *Configuration Guide*.

- Conducts an architecture review meeting.
- Reviews *Test Plan* for this engagement.
- Conducts an implementation review meeting.
- Installs and configures one NetWorker Server on a supported operating system.
- Configures one Tape Auto-changer with up to four drives on the NetWorker Server.
- Installs the NetWorker software on up to 10 Client servers.
- Configures up to ten Clients for backup on the NetWorker server.
- Verifies the installation and configuration results.
- Reviews the *EMC Implementation for NetWorker QuickStart* testing requirements with the Customer-assigned resource(s).
- Completes and delivers the *Test Plan*.
- Completes and delivers the *Configuration Guide*.
- Conducts a basic product Functional Overview to familiarize the Customer with the implemented NetWorker, demonstrating daily operations as installed in the Customer's environment.

Note: Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages Customers to attend formal EMC NetWorker Education classes to gain a further insight into the product architecture and its integration.

Deliverables

The following *EMC Implementation for NetWorker QuickStart* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form*.
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for NetWorker QuickStart* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the "Project Scope" section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the "Project Scope" section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC Personnel as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC Personnel with access to the Customer's subject matter experts, systems and networks (including, without limitation, remote systems/ network access) necessary to perform the Services during EMC's normal business hours (or other mutually agreed upon times).
- Provide support from technical support teams for all vendors and third parties, as necessary.

- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC's receipt and approval of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 Term; Termination. This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC's invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on EMC's

net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. **EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for SourceOne EM 1000 User Base Tier

1

Model Number: PS-BAS-S1

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for SourceOne™ EM 1000 User Base Tier 1* service offering. This service offering installs a SourceOne archival solution, consisting of a single SourceOne server with software connectivity to a single Microsoft Exchange or Lotus Notes server, at a single site. Implementation services include the planning, installation, and configuration for SourceOne software on pre-qualified server hardware provided by the Customer. The service addresses the processes, procedures, and tasks for a complete and comprehensive implementation at a single site for an environment capable of supporting 1000 mailboxes.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Conducts the project kickoff meeting.

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the installation and configuration tasks for the Service.
- Identifies the messaging, database, and storage system administrator resources and availability.
- Identifies the Subject Matter Experts (SMEs), DBA, and storage system administrator resources and availability.
- Determines and reviews required staffing levels with the Customer.
- Schedules the implementation activities to minimize Customer business disruptions.
- Reviews and validates the Customer's high level requirements and planned use of SourceOne features and functions.
- Validates the server counts against the Customer's volumes and service level agreements.
- Reviews the EMC SourceOne testing requirements with the Customer-assigned resource(s).
- Executes against the SourceOne pre-implementation task list.
- Runs SourceOne scripts to establish databases on Customer supplied physical host that have Microsoft SQL Server installed and configured.
- Installs and configures one instance of SourceOne Email Management Master/Worker Server software on a Customer supplied host, if required.
- Install and configure SourceOne standard reporting.
- Configures up to two archive folders.
- Configures SourceOne for co-existence with EmailXtender (if EX is installed).
- Installs and configure one instance of the SourceOne management console application.
- Configures journaling and/or historical archiving.
- Configures retention policies
- Configures shortcutting per the defined shortcutting policy.
- Installs and tests five offline access end user clients.
- Completes the *EMC Operations Guide*.
- Completes and delivers the *Test Plan*.
- Completes and delivers the *Configuration Guide*.
- Conducts a basic product Functional Overview to familiarize the Customer with the implemented EMC SourceOne Email Management environment, demonstrating the normal EMC SourceOne Email Management operations as installed in the Customer's environment.

Note: Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Deliverables

The following *EMC Implementation for SourceOne EM 1000 User Base Tier 1* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form*.
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for SourceOne EM 1000 User Base Tier 1* capabilities.

- *EMC Configuration Guide* documenting the implementation described in the “Project Scope” section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer’s systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC’s normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- Review Microsoft SQL Server requirements and provide a physical host with an installed operating system and Microsoft SQL Server.
- Upgrades to existing EmailXtender to the latest supported version, if EmailXtender will be present and co-exist with SourceOne.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC’s receipt and approval of the Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC’s invoice to use the Services described herein (“Service Period”). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 Term; Termination. This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

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1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks

thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "Affiliate" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "Control" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

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1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. **EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE BRIEF OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Implementation for SourceOne EM 1000 User Add-On Tier 1

Model Number: PS-BAS-S1A

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

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Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Implementation for SourceOne™ EM 1000 User Add-On Tier 1* service offering. This service offering is an add-on service for the *EMC Implementation for SourceOne EM 1000 User Base Tier 1*(PS-BAS-S1) base service. This service increases the number of mailboxes the environment will be configured for by 1,000 mailboxes, up to a maximum of 5,000 users.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Updates the EMC Source One Email Management environment design to handle an additional 1,000 mailboxes.
- Installs and configures one additional SourceOne Worker server into the SourceOne environment.
- Completes and delivers the *Test Plan*.

- Completes and delivers the *Configuration Guide*.
- Completes and delivers the *Operations Guide*.

Deliverables

The following *EMC SourceOne Email Management* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form*.
- *EMC Test Plan*, which may include a basic Functional Overview to demonstrate *EMC Implementation for SourceOne EM 1000 User Base Tier 1* capabilities.
- *EMC Configuration Guide* documenting the implementation described in the “Project Scope” section above.

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer’s systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC’s normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- Review Microsoft SQL Server requirements and provide physical host with an operating system and Microsoft SQL Server installed.
- Upgrade of existing EmailXtender to the latest supported version, if EmailXtender will be present and co-exist with SourceOne.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC’s receipt and approval of the Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC’s invoice to use the Services described herein (“Service Period”). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this *Service Brief*. All other services, tasks and activities are considered out of scope.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this *Service Brief* are delivered on consecutive days during EMC's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding EMC and local holidays).

The Services described in this *Service Brief* are performed on a fixed price basis at the fees specified on the applicable EMC quote.

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section above. If the Customer does not authorize such changes in accordance with the "Services Scope Changes" section, EMC's standard delivery model applies.

Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this *Service Brief*.

1.1 **Term; Termination.** This *Service Brief* begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this *Service Brief*. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 **Grant of Copyright or License Rights in Deliverables.** Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this *Service Brief*) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this *Service Brief*.

1.2.1 **Customer Furnished Materials.** Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights (defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects.

"**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this *Service Brief*, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC's invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS *SERVICE BRIEF* OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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EMC Solution Architecture – Up to 4 Hours

Model Number: PS-BAS-SADSSD

Introduction

Direct Sale from EMC to Customer: This *Service Brief* and the performance of the Services (as defined below) detailed herein are subject to (i) the terms and conditions specified in the applicable signed professional services agreement (“PSA”) between EMC and Customer; or (ii) in the absence thereof, EMC’s standard terms and conditions for professional services specified below. In the event of a conflict between this *Service Brief* and your PSA, this *Service Brief* shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This *Service Brief* and the performance of the Services detailed herein are subject to the professional services terms and conditions between you (“Partner”) and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement (“PSA”) if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC’s standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers (“End-Users”) for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End-Users are not third-party beneficiaries of this *Service Brief* or any other agreement between EMC and Partner; (d) all references to “Customer” in this *Service Brief* shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this *Service Brief* and the agreements referenced in (i) and (ii) above, this *Service Brief* shall govern.

Project Overview

This EMC® (“EMC”) *Service Brief* details the *EMC Solution Architecture – Up to 4 Hours* service offering. This service offering provides the Customer with a four-hour block of time for an EMC Solution Architect’s effort for the design and architecture of a solution. This service, when combined with basic project management and implementation services, helps ensure timely and thorough implementation and project completion.

Project Scope

EMC personnel or authorized agents (“EMC Personnel”) shall work closely with Customer’s staff to perform the services specified below (“Services”), subject to the Customer satisfying the “Customer Responsibilities” detailed in this *Service Brief*. EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the tasks for the Services.
- Verifies the Customer’s hardware and software requirements.

- Reviews the Customer's business requirements as provided by the Customer.
- Designs an EMC software-based solution or, alternately, validates a Customer-provided design of such solution. Representative design activities may include:
 - Identification of hardware, software, and storage components.
 - Identification of required network capacity and speed considerations.
 - Identification of data migration, archive, or data and/or application availability considerations.
 - Development of a high-level solution diagram.
 - Identification of the next steps required.
- Reviews and consults on implementation/cut-over plans as provided by the Customer.

Deliverables

The following *EMC Solution Architecture – Up to 4 Hours* Deliverables are provided in connection with this Service:

- *EMC Project Completion Form.*

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the "Project Scope" section above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges.
- Make appropriate system maintenance window(s) available for EMC (and its authorized agents) as needed to prepare equipment.
- Ensure that all environment and operational requirements are met prior to commencement of the Services.
- Provide EMC onsite/offsite personnel and authorized agents with access to the Customer's systems and networks (including, without limitation, remote systems and remote network access) as necessary to perform the Services during EMC's normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location is prepared prior to the commencement of the Services.
- Ensure that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after EMC's receipt and approval of the Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC's invoice to use the Services described herein ("Service Period"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this *Service Brief* must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work be executed by the parties detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms.

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Invoices are issued upon EMC's receipt and approval of the Customer's purchase order. Customer authorizes EMC to invoice for and shall pay additional amounts related to (i) changes or exceptions to the Services; (ii) performance outside EMC's normal business hours or consecutive days; and (iii) reimbursement of travel related expenses.

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1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this *Service Brief* and refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS *SERVICE BRIEF* OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This *Service Brief* shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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Exhibit C: GST Statement of Work (DPS Resident)



GST Statement-of-Work
DPS Resident

County of Riverside Information Technology
4080 Lemon St
Riverside, CA 92501

Golden Star Technology
12881 166th Street
Cerritos, CA 90703
800-833-0128
www.gstes.com



Technology. Service. Solutions. Evolved.

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1. Background

County of Riverside has asked GST to provide the EMC residency services described within this document.

As a premier EMC partner, GST will broker services provided by EMC to the County of Riverside, and will be responsible for the completion of the requested services. The following scope of work represents services to be delivered by EMC, not GST employees. Any changes to this scope, by either EMC or the County of Riverside, will be ultimately managed by GST and governed by the terms of the awarded contract.

This document outlines the detailed scope and high-level tasks as well as both County of Riverside and EMC resources required to complete this effort.

1.1 Scope Summary

- Backup Administrator for 12 months part number **PS-ZN2B-DPOPRES3M**

2. Project Scope

The following sections describe the Services in greater detail and identify County of Riverside, EMC and mutual responsibilities necessary for completion of the Services in the timeframe and for the fees stated herein.

2.1 Services

This engagement includes the following sites and residencies:

2.1.1 Site: Riverside (California)

This site contains the following residencies:

Resource: Backup Administrator

- Estimated start date: 04/25/2016
- Duration in months: 12

EMC uses a Backup Administrator consultant to maintain and perform daily operational tasks for the backup environment. Services provided by EMC include:

- Sharing ownership of operational responsibility for backup systems administration with the Storage/Infrastructure Manager.
- Daily administration activities of the backup environment (Netbackup, Networker, TSM, and other backup technologies).
- Performing change management in the backup environments in accordance with change management policies
- Assisting in preparation for host based migration tasks.

- Responsibility for preparing backup software for any storage projects, if applicable.
- Generating regular operations reports using supplied tools, such as EMC Ionix Control Center.

The initial duration of this resource shall commence on the day this resource first provides Services hereunder ("Initial Term"). At the end of the Initial Term, the term of Service for this resource shall automatically renew for successive periods of 12 month(s) each, subject to (1) the termination rights set forth in the Agreement and (2) Customer's right to terminate this resource at any time and for any reason, with or without cause, by giving EMC **10** business days (or if shorter, such notice period set forth in the Agreement) prior written notice of such termination.

2.2 County of Riverside Responsibilities

County of Riverside acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from County of Riverside officers, agents, and employees, suitably configured computer products, customer systems and networks (including such systems and networks required for functional testing), and network access, including, without limitation, remote network access (collectively, "cooperation") are essential to the performance of any Services (whether performed at onsite and/or offsite locations) set forth in this document. County of Riverside acknowledges that EMC's ability to perform the Services and any financial estimate related thereto depends upon the project assumptions stated in the Assumptions section below and County of Riverside fulfillment of the following obligations. If County of Riverside fails to provide the requisite cooperation on a timely basis, EMC shall be relieved of any schedule or milestone commitments associated with the Services.

Notwithstanding anything in the Agreement or this document to the contrary, County of Riverside agrees to assume full responsibility for data backup and recovery. County of Riverside acknowledges and agrees that EMC is not responsible for any loss of, damage to, loss or access to, or unrecoverable data in connection with the Services.

- Provide EMC with reasonable access to Customer functional, technical and business staff as necessary for EMC to perform the Services.
- Provide EMC personnel, as required, with workstation(s) to enable EMC and/or its agents to gain access to the software identified in the Project Scope section.
- Assign a primary contact and point of authorization as the Customer project manager. This single point of contact will be responsible for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with Customer obligations.

- Provide EMC onsite and offsite personnel with access to Customer systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent), and on-site resource personnel who will participate in the Functional Overview.
- Assign a lead technical resource to act as a single technical point-of-contact between Customer and EMC as necessary for the duration of the engagement.
- Provide (as required) implementation of communications infrastructure and components.

2.3 Assumptions

Services provided under this document are contingent upon the following assumptions:

- Costs for hardware and software are not included in EMC's fees. Our estimate is for project labor only.
- EMC will not be responsible for delays caused by Customer and the consequent costs incurred. Any delay caused by a third party vendor providing services or products to Customer that impact the Services, will be considered Customer's responsibility and an excusable delay to the extent the Services are impeded or delayed.
- Customer is responsible for the performance of its employees and agents, including any contribution they make to the Services (including Deliverables), and for the accuracy and completeness of all data, information and materials provided to EMC. EMC's performance is dependent upon timely decisions and approvals of Customer in connection with the Services and EMC is entitled to rely on all decisions and approvals of Customer.
- The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer.
- EMC is not providing any third party software, tools, equipment or other third party products or materials (even if recommended by EMC); including, without limitation, EMC Select Products and Brokerage Third Party Products to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance and support terms, shall govern such license or acquisition. Third Party Products are not supported or maintained by EMC and Customer must

contact the applicable third party manufacturer or supplier directly for support and maintenance services.

- EMC is not responsible for any alteration or other modification made to a Deliverable by Customer or any third party (excluding any permitted subcontractors working for EMC) or for any work performed by Customer or its contractors in connection with this engagement.
- EMC may rely upon any standard operating procedures or practices of Customer and any direction or regulatory or other guidance provided by Customer.
- Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations.
- Any configuration or modification made by EMC to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
- EMC is not providing any warranty regarding, and is not liable for, any Third Party Products or Customer software, documentation, equipment, tools or other products or materials.
- All hardware failures should be under maintenance contract for replacement. For hardware which does not fall under a maintenance contract, replacement shall be charged at the current EMC hourly rate for such services.
- The fees for this project may be increased and the schedule may be extended, as appropriate and necessary, in the event of a change in project scope or a deviation in any assumption or dependency contained in this document, if any excusable delay or failure occurs, or if Customer fails or is unable to comply with any of its responsibilities or other obligations under this document.
- EMC requires a two-week lead time from the receipt of this signed document to project kickoff.

2.4 Mutual Responsibilities

In support of the Services provided hereunder, both County of Riverside and EMC shall:

- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction.
- Coordinate any change to this document (whether cost impacting or not) with County of Riverside Project Sponsor, and process them using the EMC Project Change Request Form supplied in a separate document.

2.5 Out of Scope

EMC is responsible for performing only the Services described in this document. All other services are considered outside the scope of this document. If County of Riverside wishes to modify the Services, County of Riverside must comply with the change procedures described in the Change Procedures section.

2.6 Location

The Services will be delivered using EMC's standard delivery model, which may include onsite and/or offsite delivery of the Services. If County of Riverside requires a different delivery model, the fees, expenses, scope of work and/or Deliverables specified herein are subject to modification in accordance with the Change Process specified in this document. If County of Riverside does not authorize such change(s) in accordance with the Change Process, County of Riverside and EMC agree that EMC's standard delivery model will apply for the Services.

To the extent EMC delivers the Services (or portions thereof) onsite, such Services will be performed at the County of Riverside facility located at:

- Riverside, California

3. Contacts and Change Process

All contacts identified in this Section may be changed by written notice to the other party.

3.1 Project Contacts

Refer to the following table for the County of Riverside and EMC primary contacts and the method to contact them

Table 1. Primary Contacts

	County of Riverside Contact	EMC Contact
Name		Brandon Smith
Title		Program Delivery Manager
Office Number		19497973304
Mobile Number		19492027052
Fax Number		
E-mail Address		brandon.smith@emc.com

3.2 Change Procedures

3.2.1 Process

County of Riverside or EMC may propose changes to the Services under this document, including Deliverables, scope or any other aspect of the engagement. Changes may be appropriate based upon actual experience or as County of Riverside better understands or redefines its requirements. In addition, changes may be necessary if County of Riverside does not comply with any of its responsibilities or other obligations under this document or in the event of any deviation from any assumption, constraint, dependency or project scope specification contained in this document. Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of this document. EMC shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until County of Riverside and EMC agree in writing to the proposed change in a fully-executed Project Change Request form.

The EMC Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (County of Riverside or EMC) notifies the EMC Primary Contact who will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change
- Acknowledge receipt of the Change Request
- Conduct an initial Impact Assessment to determine the effects, if any on the Service's schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the Services schedule or costs, EMC shall obtain County of Riverside approval before performing the Change Request analysis
- Report the Change Request status in the Progress Reports

3.2.2 Review and Approval

If both parties approve a full Change Request analysis, EMC shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final *Project Change Request Form* containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

- Implementation without adjusting current cost or delivery schedule
- Implementation with impact to County of Riverside cost of delivery schedule

- Recommendation as a follow-on project

If EMC finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

EMC reviews the *Project Change Request Form* with County of Riverside. After that review, EMC will mark it as "accepted" or "withdrawn" and each party will sign the Project Change Request Form. If "accepted", EMC will revise the Services to include the agreed change(s) and EMC's invoicing will be updated in accordance with the Project Change Request Form.

4. Work Hours and Reporting

4.1 Work Hours and Time Off

The planned maximum hours for the Services identified in this document is 40.0 hours/week. EMC personnel will not work in excess of 40.0 hours in a work week without joint agreement between County of Riverside and EMC. Days or hours outside of this schedule can be accommodated, but County of Riverside must request this in writing at least ten (10) days prior to the actual need.

EMC personnel shall be entitled to take time off for all training, meetings, vacation or other reasons in accordance with the schedule as shown in the Table below. Except in the case of an emergency or sickness, personal time, professional education, or vacation time will be communicated in writing to County of Riverside two (2) weeks prior to EMC personnel taking time off. EMC will make every effort to minimize any impact to ongoing related County of Riverside projects where EMC is supporting the project through EMC-provided resources.

Engagement Length	Time Off
Three months	Five work days
Six months	Ten work days
One year or greater	Fifteen work days per year

4.2 Progress Reports and Time Records

Upon request, EMC may send County of Riverside regular reports summarizing the work completed during such period, and the status of the work then in process, the status of any known problems or outstanding issues, and the status of open change requests, if any.

5. Project Fees and Payment

5.1 Fees and Invoicing

The total fixed-fee for the Services identified in this document (inclusive of travel and related expenses) is identified in the following Invoice Event Schedule.

Table 2. Invoice Event Schedule

Job Title	Payment Interval	Term	Rate	Fees USD
Backup Administrator	Monthly	12	Included in part number: PS-ZN2B-DPOPRES3M	Included in part number: PS-ZN2B-DPOPRES3M
Total:				Included

5.2 Expenses

Travel and related expenses incurred by EMC in performing the Services at work site(s) specified in this document are included in the stated fees. GST shall not invoice for any fees of any type incurred by EMC except as stated in the Fees and Invoicing Section above.



Statement of Work Authorization

I agree with the tasks described in the aforementioned Statement of Work for the DPS Resident. I understand that if there are any changes to the Statement of Work that GST will provide a revised Statement of Work and a quote for any additional charges. By signing below, each of us agrees to the terms of this Agreement and GST will begin in executing this statement of work.

Client Acceptance:

Jim Smith

Authorized Signature

Jim Smith

Printed Name

ACIO

Title

4/14/16

Date

Exhibit D: Pricing



Golden Star Technology, Inc.
DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ134859-01	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

P.O. Number	Terms	Ship Via	Carrier Account #
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Net 30

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware					N	
2	Group #1					N	
3	PowerEdge FX2		210-ABUX	6	Y	\$7,084.96	\$42,509.76
4	SubTotal					N	\$42,509.76
5	Group #2					N	
6	PowerEdge FC630 Server Node		210-ACWK	24	Y	\$15,378.45	\$369,082.80
7	SubTotal					N	\$369,082.80
8	Group #3					N	
9	Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed		210-AHBX	6	Y	\$1,524.42	\$9,146.52

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
10	SubTotal				N		\$9,146.52
11	<i>Software & Accessories</i>				N		
12	1M LC-LC Optical Cable Multimode (Kit)		470-AAAYR	4	Y	\$17.90	\$71.60
13	3M LC-LC Optical Cable Multimode (Kit)		470-AAAYQ	4	Y	\$18.98	\$75.92
14	Power Cord, IEC C19-C20, 8ft Requires PDU, Customer Install		310-6792	2	Y	\$7.76	\$15.52
15	SubTotal				N		\$163.04
16	<i>Group #4</i>				N		
17	Brocade 6510, 48 Port, 16Gb, FC Switch with IO to PSU air, includes Ent Bundle and 48x 16Gb SFPs		225-2640	2	Y	\$83,344.58	\$166,689.16
18	SubTotal				N		\$166,689.16
19	Dell Compellent Hardware & Drives (DLA111051G)			0	Y	\$0.00	\$0.00
20	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
21	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
22	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
23	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)		DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
24	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
25	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD		DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
26	SC420, 800GB, SAS, 12Gb, WI SSD		DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
27	SC420 Enclosure Drive Blank, 2.5"		EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
28	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
29	Dell Storage SC420 Enclosure, 2.5", 24-bay		EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
30	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
31	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
32	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
33	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2		PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
34	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2 80-D	4	Y	\$40.38	\$161.52
35	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	4	Y	\$49.35	\$197.40
36	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
37	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	4	Y	\$10.56	\$42.24
38	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2		PA-PC-2M-B	2	Y	\$10.56	\$21.12
39	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
40	SC420 Bezel		PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
41	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
42	Software			0	N	\$0.00	\$0.00
43	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
44	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
45	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN DL	1	N	\$31,052.92	\$31,052.92
46	Professional Services			0	N	\$0.00	\$0.00
47	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
48	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
49	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure		PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
50	ProDeploy Plus Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
51	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
52	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MT CH	2	N	\$5,050.30	\$10,100.60
53	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTC H	4	N	\$16,786.34	\$67,145.36
54	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay		EN-SC420-2425-MTC H	2	N	\$2,751.25	\$5,502.50
55	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
56	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-M TCS	1	N	\$0.00	\$0.00
57	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle		SW-TOTALFEAT-BN DL-MTCS	1	N	\$50,305.74	\$50,305.74
58	Cold Spares			0	N	\$0.00	\$0.00
59	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS		DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
60	SC420, 800GB, SAS, 12Gb, WI SSD, CUS		DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
61	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS		DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
62	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
63	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	2	Y	\$73.95	\$147.90
64	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70
65	SubTotal				N		\$591,110.77
66	Dell Compellent Hardware & Drives (DLA111269H)			0	Y	\$0.00	\$0.00
67	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
68	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
69	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
70	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)		DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
71	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
72	SC420, 3.8TB, SAS, 12Gb, Mainstream R1 SSD		DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
73	SC420, 800GB, SAS, 12Gb, WI SSD		DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11
74	SC420 Enclosure Drive Blank, 2.5"		EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
75	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
76	Dell Storage SC420 Enclosure, 2.5", 24-bay		EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
77	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
78	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
79	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
80	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2		PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
81	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2 80-D	4	Y	\$40.38	\$161.52
82	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	4	Y	\$49.35	\$197.40
83	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
84	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	4	Y	\$10.56	\$42.24
85	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2		PA-PC-2M-B	2	Y	\$10.56	\$21.12
86	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
87	SC420 Bezel		PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
88	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
89	Software			0	N	\$0.00	\$0.00
90	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00
91	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
92	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN DL	1	N	\$31,052.92	\$31,052.92
93	Professional Services			0	N	\$0.00	\$0.00
94	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
95	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
96	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure		PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
97	ProDeploy Plus Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
98	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
99	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MTCH	2	N	\$5,050.30	\$10,100.60
100	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTCH	4	N	\$16,786.34	\$67,145.36
101	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay		EN-SC420-2425-MTCH	2	N	\$2,751.25	\$5,502.50
102	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
103	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-MTCS	1	N	\$0.00	\$0.00
104	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle		SW-TOTALFEAT-BNDL-MTCS	1	N	\$50,305.74	\$50,305.74
105	Cold Spares			0	N	\$0.00	\$0.00
106	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS		DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
107	SC420, 800GB, SAS, 12Gb, WI SSD, CUS		DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32
108	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS		DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
109	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
110	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	2	Y	\$73.95	\$147.90
111	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
112	SubTotal				N		\$591,110.77
113	Dell Compellent Hardware & Drives (ADDITION)			0	Y	\$0.00	\$0.00
114	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
115	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
116	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
117	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	5	Y	\$67,166.28	\$335,831.40
118	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	5	Y	\$3,114.74	\$15,573.70
119	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
120	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
121	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP -F	2	Y	\$268.64	\$537.28
122	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2 80-D	1	Y	\$40.38	\$40.38
123	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	3	Y	\$49.35	\$148.05
124	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2		PA-CBL-SAS-4M-SC2 80-D	2	Y	\$68.81	\$137.62
125	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
126	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	5	Y	\$10.56	\$52.80
127	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
128	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
129	Software			0	N	\$0.00	\$0.00
130	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00
131	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
132	SW, Storage Protection Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager)		SW-PROTECTION-BNDL	1	N	\$19,125.75	\$19,125.75
133	Professional Services			0	N	\$0.00	\$0.00
134	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
135	ProDeploy Add-On: Add or Upgrade Storage Hardware Component (Requires ProDeploy)		PS-PDADDHC	1	N	\$554.39	\$554.39
136	ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)		PS-PDADDRP	1	N	\$415.65	\$415.65
137	ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PD	5	N	\$693.05	\$3,465.25
138	ProDeploy Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PD	2	N	\$1,386.57	\$2,773.14
139	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
140	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MTCH	2	N	\$5,050.30	\$10,100.60
141	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTCH	5	N	\$16,786.34	\$83,931.70
142	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
143	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-MTCS	1	N	\$0.00	\$0.00
144	SW-PROTECTION-BNDL-MTCS : Support, 24x7, SW, Storage Protection Bundle		SW-PROTECTION-BNDL-MTCS	1	N	\$31,209.30	\$31,209.30
145	Cold Spares			0	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
146	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	4	Y	\$430.15	\$1,720.60
147	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	4	Y	\$73.95	\$295.80
148	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	4	Y	\$68.35	\$273.40
149	SubTotal				N		\$547,300.69

SubTotal	\$2,317,113.51
Taxable	\$1,757,872.07
Tax (8.00 %)	\$140,629.77
Shipping	\$0.00
Total	\$2,457,743.28

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Golden Star Technology, Inc.
DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ136234	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

P.O. Number	Terms	Ship Via	Carrier Account #
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Net 30

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware					N	
2	EMC Data Domain					N	
3	SYSTEM DD9500 256GB NFS CIFS		DD9500	1	Y	\$0.00	\$0.00
4	SYS DD9500 CTL 256GB NFS CIFS		DD9500-CTL	1	Y	\$73,115.71	\$73,115.71
5	OPTION FIELD INSTALL KIT DD9500		C-FLDIN9500	1	Y	\$0.00	\$0.00
6	OPT DS60 SHELF 60X4TB SAS HD		C-DS60-4-240S	2	Y	\$52,689.07	\$105,378.14
7	OPT DS60 SHELF 15X4TB SAS HD		C-DS60-4-60S	1	Y	\$14,113.52	\$14,113.52
8	OPTION DD 10GBASE T IO MOD 4PT		C-10GBTM4P	1	Y	\$1,043.70	\$1,043.70
9	DD 16GBIT FC IO MOD LC 2PORT OPTION		C-16GFC-M2P	1	Y	\$1,248.06	\$1,248.06

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
10	PREMIUM SYSTEM SUP (DD)		M-PREHWDD-H1	1	N	\$106,092.97	\$106,092.97
11	DOCS,DD OS DOC,A4		DDOS-DOC-A4N	1	N	\$0.00	\$0.00
12	LIC BASE DD OE DD9500=IA		L-DDOE-DD9500	1	N	\$4,160.22	\$4,160.22
13	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$851,481.19	\$851,481.19
14	LIC DD OE PER TB HI CAP ACT=CB		L-DDOE-HICAP-ACT	540	N	\$301.62	\$162,874.80
15	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$2,291.54	\$2,291.54
16	LIC BOOST DD9500=IA		L-BST-9500	1	N	\$9,360.47	\$9,360.47
17	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$89,714.54	\$89,714.54
18	LIC VTL IBM IOS DD9500=IA		L-VTL-9500F	1	N	\$14,976.77	\$14,976.77
19	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$8,437.22	\$8,437.22
20	IMPL DATA DOMAIN BASE		PS-BAS-DDIB	1	N	\$6,097.18	\$6,097.18
21	DD DDR W/ 1 TO 6 SHELVES		PS-BAS-DD06	1	N	\$3,219.21	\$3,219.21
22	IMPL DD BOOST W/ IBM ISERIES QS		PS-BAS-DDIBMI	1	N	\$1,402.04	\$1,402.04
23	DATA DOMAIN BACKUP TARGET		ADS-OPT-DD-CF	1	N	\$0.00	\$0.00
24	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$13,499.58	\$13,499.58
25	EMC DATA PROTECTION SUITE FOR BACKUP		458-000-882	1	N	\$0.00	\$0.00
26	DPS FOR BU DP SEARCH ENABLER=CA		456-107-280	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
27	EMC BACKUP SUITE DPA ENABLER-B=CB		456-106-112	1	N	\$0.00	\$0.00
28	BACKUP AND RECOVERY MANAGER AVAMAR		456-103-950	1	N	\$0.00	\$0.00
29	EMC BACKUP SUITE AVAMAR ENABLER=CA		456-104-247	1	N	\$0.00	\$0.00
30	DPS FOR BU DDBOOST FOR APPS ENABLER=CA		456-106-406	1	N	\$0.00	\$0.00
31	BACKUP AND RECOVERY MANAGER - NETWORKER		456-103-951	1	N	\$0.00	\$0.00
32	NW SOURCE CAP DATA ZONE ENABLER=IA		456-103-178	5	N	\$0.00	\$0.00
33	DATA PROT STE B/U 401-600TB=CA		456-104-148	500	N	\$1,480.84	\$740,420.00
34	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA		456-110-556	1	N	\$0.00	\$0.00
35	CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA		456-110-557	1	N	\$0.00	\$0.00
36	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$7,925.26	\$7,925.26
37	NETWORKER BASIC QUICKSTART		PS-BAS-NW	1	N	\$6,331.82	\$6,331.82
38	BRS SOL ARCHITECT 4 HR QS		PS-BAS-SABRS	2	N	\$1,270.27	\$2,540.54
39	3M RESIDENCY FOR DATA PROTECT OPS		PS-ZN2B-DPOPRES3 M	4	N	\$98,396.52	\$393,586.08
40	S1 CPCTY BDL CTA-VE		S1-CTA-VE-CF	1	N	\$0.00	\$0.00
41	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
42	S1 CPCTY BDL CTA-VE-HA		S1-CTA-VE-HA-CF	1	N	\$0.00	\$0.00
43	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
44	EMC DATA PROTECTION SUITE FOR ARCHIVE		458-000-883	1	N	\$0.00	\$0.00
45	S1 CPTYBDL EM=CA		456-105-181	5	N	\$0.00	\$0.00
46	S1 CPTYBDL MS SP STORMGT PREM=UA		456-105-102	1	N	\$0.00	\$0.00
47	S1 CPTY SP 1 TO 10TB = CA		456-105-944	5	N	\$0.00	\$0.00
48	S1 CPTY FILES 1 TO 10TB = CA		456-105-943	5	N	\$0.00	\$0.00
49	DATA PROT STE ARCHIVE 1-10TB = CA		456-109-015	5	N	\$1,258.46	\$6,292.30
50	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
51	EMC S1 EM IMPLEMENTATION: ADD-ON T1		PS-BAS-S1A	2	N	\$1,822.01	\$3,644.02
52	SOURCEONE IMP UPTO 1500U QS		PS-BAS-S1	1	N	\$11,132.37	\$11,132.37
53	REMOTE IMPLEMENTATION FOR SMB BASE SVC		PS-BAS-NWSMBR	1	N	\$2,041.69	\$2,041.69
54	NW REM IMPL FOR SMB VBA ADDON		PS-BAS-NWSMBRVA	1	N	\$1,143.60	\$1,143.60

SubTotal	\$2,643,564.54
Taxable	\$194,899.13
Tax (8.00 %)	\$15,591.93
Shipping	\$0.00
Total	\$2,859,156.47

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Exhibit E: Insurance Requirements

NOTEPAD:

HOLDER CODE
INSURED'S NAME

COUNTRI
GOLDEN STAR TECHNOLOGY INC.

GOLDE-1
OP ID: AL

PAGE 2
Date 04/12/2016

The County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives, are additional insured under General Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2016

PRODUCER
 PATRICK LAU AGENT (909) 598-1899
 19811 GOLDEN SPRINGS DR, STE 140
 WALNUT, CA 91789

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
 GOLDEN STAR TECHNOLOGY, INC.
 DBA GST
 12881 166TH ST
 CERRITOS, CA 90703

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				MED EXP (Any one person) \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$
X	X	AUTOMOBILE LIABILITY	P19 9450-B26-75	02/26/2016	02/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		<input type="checkbox"/> ANY AUTO	089 0635-D06-75	04/06/2016	04/06/2017	BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						SOUTHWEST ORA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 ADDITIONAL INSURED: THE COUNTY OF RIVERSIDE, ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS, AND DEPARTMENTS, THEIR RESPECTIVE DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, EMPLOYEES, ELECTED OR APPOINTED OFFICIALS, AGENTS, OR REPRESENTATIVES.

CERTIFICATE HOLDER	CANCELLATION
THE COUNTY OF RIVERSIDE 4080 LEMON ST., RIVERSIDE, CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE PATRICK LAU, AGENT

Property Schedule to Taxable Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is May 30, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$2,457,743.28. For Dell Hardware Doc#GSTQ134859-01
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	491,548.66	N/A
2	1-Aug-2017	491,548.66	N/A
3	1-Aug-2018	491,548.66	1,012,590.22
4	1-Aug-2019	491,548.66	506,295.10
5	1-Aug-2020	491,548.66	0.00
TOTALS:		2,457,743.28	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

Attest:
By:
Name:
Title:

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis DATE: 4/17/16



Golden Star Technology, Inc.
DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ134859-01	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

P.O. Number	Terms	Ship Via	Carrier Account #
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Net 30

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware				N		
2	Group #1				N		
3	PowerEdge FX2		210-ABUX	6	Y	\$7,084.96	\$42,509.76
4	SubTotal				N		\$42,509.76
5	Group #2				N		
6	PowerEdge FC630 Server Node		210-ACWK	24	Y	\$15,378.45	\$369,082.80
7	SubTotal				N		\$369,082.80
8	Group #3				N		
9	Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed		210-AHBX	6	Y	\$1,524.42	\$9,146.52

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
10	SubTotal				N		\$9,146.52
11	<i>Software & Accessories</i>				N		
12	1M LC-LC Optical Cable Multimode (Kit)		470-AAAYR	4	Y	\$17.90	\$71.60
13	3M LC-LC Optical Cable Multimode (Kit)		470-AAAYQ	4	Y	\$18.98	\$75.92
14	Power Cord, IEC C19-C20, 8ft Requires PDU, Customer Install		310-6792	2	Y	\$7.76	\$15.52
15	SubTotal				N		\$163.04
16	<i>Group #4</i>				N		
17	Brocade 6510, 48 Port, 16Gb, FC Switch with IO to PSU air, includes Ent Bundle and 48x 16Gb SFPs		225-2640	2	Y	\$83,344.58	\$166,689.16
18	SubTotal				N		\$166,689.16
19	Dell Compellent Hardware & Drives (DLA111051G)			0	Y	\$0.00	\$0.00
20	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
21	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
22	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
23	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)		DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
24	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
25	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD		DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
26	SC420, 800GB, SAS, 12Gb, WI SSD		DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
27	SC420 Enclosure Drive Blank, 2.5"		EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
28	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
29	Dell Storage SC420 Enclosure, 2.5", 24-bay		EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
30	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
31	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
32	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
33	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2		PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
34	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2 80-D	4	Y	\$40.38	\$161.52
35	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	4	Y	\$49.35	\$197.40
36	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
37	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	4	Y	\$10.56	\$42.24
38	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2		PA-PC-2M-B	2	Y	\$10.56	\$21.12
39	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
40	SC420 Bezel		PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
41	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
42	Software			0	N	\$0.00	\$0.00
43	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
44	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
45	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN DL	1	N	\$31,052.92	\$31,052.92
46	Professional Services			0	N	\$0.00	\$0.00
47	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
48	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
49	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure		PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
50	ProDeploy Plus Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
51	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
52	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MT CH	2	N	\$5,050.30	\$10,100.60
53	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTC H	4	N	\$16,786.34	\$67,145.36
54	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay		EN-SC420-2425-MTC H	2	N	\$2,751.25	\$5,502.50
55	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
56	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-M TCS	1	N	\$0.00	\$0.00
57	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle		SW-TOTALFEAT-BN DL-MTCS	1	N	\$50,305.74	\$50,305.74
58	Cold Spares			0	N	\$0.00	\$0.00
59	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS		DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
60	SC420, 800GB, SAS, 12Gb, WI SSD, CUS		DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
61	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS		DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
62	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
63	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	2	Y	\$73.95	\$147.90
64	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70
65	SubTotal				N		\$591,110.77
66	Dell Compellent Hardware & Drives (DLA111269H)			0	Y	\$0.00	\$0.00
67	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
68	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
69	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
70	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)		DS-SAS12-35-6000X7 K-42X-D	1	Y	\$33,583.14	\$33,583.14
71	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	3	Y	\$67,166.28	\$201,498.84
72	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD		DS-SAS-25-3840XSS DRI-M-B	24	Y	\$3,430.62	\$82,334.88
73	SC420, 800GB, SAS, 12Gb, WI SSD		DS-SAS-25-800XSSD WI-B	9	Y	\$3,509.79	\$31,588.11
74	SC420 Enclosure Drive Blank, 2.5"		EN-BLNK-SC420-25-B	15	Y	\$2.64	\$39.60
75	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	4	Y	\$3,114.74	\$12,458.96
76	Dell Storage SC420 Enclosure, 2.5", 24-bay		EN-SC420-2425	2	Y	\$1,678.37	\$3,356.74
77	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
78	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
79	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP-F	2	Y	\$268.64	\$537.28
80	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2		PA-CBL-12GBSAS-2M-B	2	Y	\$57.98	\$115.96
81	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2-80-D	4	Y	\$40.38	\$161.52
82	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2-80-D	4	Y	\$49.35	\$197.40
83	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
84	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM-ER-D	4	Y	\$10.56	\$42.24
85	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2		PA-PC-2M-B	2	Y	\$10.56	\$21.12
86	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
87	SC420 Bezel		PA-SC420-BEZEL	2	Y	\$13.99	\$27.98
88	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86
89	Software			0	N	\$0.00	\$0.00
90	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00
91	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN-SE	200	N	\$79.17	\$15,834.00
92	SW, Storage Total Feature Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager, Data Progression, Fast Track, Encryption, Dell Storage Manager- Chargeback)		SW-TOTALFEAT-BN-DL	1	N	\$31,052.92	\$31,052.92
93	Professional Services			0	N	\$0.00	\$0.00
94	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
95	ProDeploy Plus Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PDP	4	N	\$1,147.48	\$4,589.92
96	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure		PS-SC4XX2U-PDP	2	N	\$1,147.48	\$2,294.96
97	ProDeploy Plus Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PDP	2	N	\$2,341.34	\$4,682.68
98	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
99	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MTCH	2	N	\$5,050.30	\$10,100.60
100	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTCH	4	N	\$16,786.34	\$67,145.36
101	EN-SC420-2425-MTCH : Support, 24x7, Enclosure, SC420, 2.5", 24-bay		EN-SC420-2425-MTCH	2	N	\$2,751.25	\$5,502.50
102	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
103	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-MTCS	1	N	\$0.00	\$0.00
104	SW-TOTALFEAT-BNDL-MTCS : Support, 24x7, SW, Storage Total Feature Bundle		SW-TOTALFEAT-BNDL-MTCS	1	N	\$50,305.74	\$50,305.74
105	Cold Spares			0	N	\$0.00	\$0.00
106	SC420, 3.8TB, SAS, 12Gb, Mainstream RI SSD, CUS		DS-SAS-25-3840XSS DRI-M-BSP	1	Y	\$3,430.62	\$3,430.62
107	SC420, 800GB, SAS, 12Gb, WI SSD, CUS		DS-SAS-25-800XSSD WI-BSP	1	Y	\$2,983.32	\$2,983.32
108	SC400, 6TB, SAS, 12Gb, 7K HDD, CUS		DS-SAS-35-6000X7K-BSP	1	Y	\$799.60	\$799.60
109	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	2	Y	\$430.15	\$860.30
110	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M-BSP	2	Y	\$73.95	\$147.90
111	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	2	Y	\$68.35	\$136.70

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
112	SubTotal				N		\$591,110.77
113	Dell Compellent Hardware & Drives (ADDITION)			0	Y	\$0.00	\$0.00
114	SC9000, 256GB Memory		CT-SC9000-256GB	2	Y	\$3,166.73	\$6,333.46
115	SC9000, 4GB Write Cache Card		CT-SC9000-4GB-CAC HE-F	2	Y	\$1,715.31	\$3,430.62
116	SC9000 Controller		CT-SC9000-BASE	2	Y	\$3,917.51	\$7,835.02
117	SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (84 pack)		DS-SAS12-35-6000X7 K-84X-D	5	Y	\$67,166.28	\$335,831.40
118	Compellent SC280 Enclosure, 3.5", 84-bay		EN-SC280-8435	5	Y	\$3,114.74	\$15,573.70
119	IO, 16Gb FC, 2Port, PCI-E, Full height		IO-F16X2P-FH-F	4	Y	\$791.42	\$3,165.68
120	IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height		IO-I10X2P-O-FH-F	2	Y	\$712.25	\$1,424.50
121	IO, 12Gb SAS, 2port, PCI-E, Low profile (2x2m Mini-SAS HD to Mini-SAS HD cable)		IO-SAS12X2P-2X2-LP -F	2	Y	\$268.64	\$537.28
122	SC280 6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2		PA-CBL-SAS-.6M-SC2 80-D	1	Y	\$40.38	\$40.38
123	SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2		PA-CBL-SAS-2M-SC2 80-D	3	Y	\$49.35	\$148.05
124	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2		PA-CBL-SAS-4M-SC2 80-D	2	Y	\$68.81	\$137.62
125	LC-LC Optical Cable, 1M		PA-LC1M-OR-F	8	Y	\$13.19	\$105.52
126	SC280 Power Cord C19/C20, 2.4M, AMER Qty 2		PA-PC-2.4M-250V-AM ER-D	5	Y	\$10.56	\$52.80
127	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2		PA-PC-2M-F	2	Y	\$10.56	\$21.12
128	SC9000 Bezel		PA-SC9000-BEZEL-F	2	Y	\$12.93	\$25.86

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
129	Software			0	N	\$0.00	\$0.00
130	Storage Center Core SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Enterprise Manager: Foundations & Reporter, MPIO, Compression, Local Data Protection		SW-CORE-BASE-F	1	N	\$0.00	\$0.00
131	Storage Center Drive License (one license per drive)		SW-SC-DRIVELICEN SE	200	N	\$79.17	\$15,834.00
132	SW, Storage Protection Bundle License (Includes: Remote Instant Replay, Live Volume, Application Protection Manager)		SW-PROTECTION-B NDL	1	N	\$19,125.75	\$19,125.75
133	Professional Services			0	N	\$0.00	\$0.00
134	Copilot Optimize, Compellent Additional License		CAA-OPT-ADD	1	N	\$2,938.10	\$2,938.10
135	ProDeploy Add-On: Add or Upgrade Storage Hardware Component (Requires ProDeploy)		PS-PDADDHC	1	N	\$554.39	\$554.39
136	ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)		PS-PDADDRP	1	N	\$415.65	\$415.65
137	ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure		PS-SC2XX5U-PD	5	N	\$693.05	\$3,465.25
138	ProDeploy Dell Storage SC Series 9XXX SAN		PS-SC9XXX-PD	2	N	\$1,386.57	\$2,773.14
139	Copilot Support (CML-HWMTC)			0	N	\$0.00	\$0.00
140	CT-SC9000-BASE-MTCH : Support, 24x7, Dell Storage SC9000		CT-SC9000-BASE-MT CH	2	N	\$5,050.30	\$10,100.60
141	EN-SC280-8435-MTCH : Support, 24x7, Enclosure, SC280, 3.5" 84-bay		EN-SC280-8435-MTC H	5	N	\$16,786.34	\$83,931.70
142	Support Center (CML-SWMTC)			0	N	\$0.00	\$0.00
143	SW-CORE-BASE-F-MTCS : Support, 24x7, SW, Storage Center OS Core		SW-CORE-BASE-F-M TCS	1	N	\$0.00	\$0.00
144	SW-PROTECTION-BNDL-MTCS : Support, 24x7, SW, Storage Protection Bundle		SW-PROTECTION-B NDL-MTCS	1	N	\$31,209.30	\$31,209.30
145	Cold Spares			0	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
146	IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable), CUS		IO-SAS6X4S-E2-LP-D SP	4	Y	\$430.15	\$1,720.60
147	12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 4M, Qty2, CUS		PA-CBL-12GBSAS-4M -BSP	4	Y	\$73.95	\$295.80
148	SC280 6Gb Mini-SAS to Mini-SAS Cable, 4M, Qty 2, CUS		PA-CBL-SAS-4M-SC2 80-DSP	4	Y	\$68.35	\$273.40
149	SubTotal				N		\$547,300.69

SubTotal	\$2,317,113.51
Taxable	\$1,757,872.07
Tax (8.00 %)	\$140,629.77
Shipping	\$0.00
Total	\$2,457,743.28

Terms and Conditions

Thank you! We value your business and look forward to working with you.
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ADDITIONAL PROPERTY SCHEDULE DOCUMENTS
TO BE APPROVED BUT NOT SIGNED AT THIS TIME

FORM APPROVED COUNTY COUNSEL
BY: Neel R. Kipnis 4/19/16
NEAL R. KIPNIS DATE

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Taxable Lease Purchase Agreement** – Execute signature block at the top of the first page.
- **Addendum/Amendment to Taxable Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution. The witness/attestor will execute the signature block below the Lessee's signature block at the bottom right of the page.
- **Property Schedule** - Execute signature block at the bottom of the page.
- **Property Description – Exhibit A** - Execute signature block at the bottom of the page.
- **Acceptance Certificate and Bank Qualification– Exhibit B.** 1) If the transaction can be designated as a "bank qualified" transaction – one where the Lessee reasonably anticipates not issuing more than \$10 million in Taxable obligations in a calendar year – then you should initial the line under item #2; 2) The date that all Property is delivered, installed and accepted is the date that should be placed on the "DATE" line; and 3) Execute signature block at the bottom of the page.
- **Lessee's Counsel's Opinion – Exhibit C.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit D.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit E.** This is for the vendor payment information. If more than one vendor is being paid please make copies of this exhibit and fill out as many as are needed.
 - **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.

Taxable Lease/Purchase Agreement, Dated May 30, 2016

Accepted by Lessor:
U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") 13010 SW 68th Parkway, Suite 100 Portland, OR 97223
By:
Name:
Title:
Telephone:

Agreed to by Lessee:
County of Riverside ("Lessee") 3450 14th Street Riverside, CA 92501
By:
Name:
Title:
Telephone:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Taxable Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property by Lessee and continue for the time period set forth in the Property Schedule subject to extension as provided in the Abatement Section. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status. At its own expense, Lessee shall maintain rental interruption insurance with respect to the Property in an amount equal to the principal component of Lease Payments due during the forthcoming two years. Lessee may not self-insure with respect to rental interruption insurance. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under the Lease with respect to which the rental interruption occurred. The insurance policy, notices and loss payee shall otherwise be in accordance with the the provisions above related to casualty insurance.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request

funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, and use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

ABATEMENT: (a) During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Property, there is substantial interference with the beneficial use and enjoyment by Lessee of such Property, the Rental Payments due under this Agreement shall be abated in the same proportion (including in whole) that the portion of such Property that is unavailable for Lessee's beneficial use and enjoyment bears to all of the Property. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's beneficial use and enjoyment of any Property and the portion of the Property that is unavailable. Abatement of Rental Payments pursuant to this Section shall not be deemed to be an Event of Default. (b) The amount of Rental Payments abated under this Agreement shall be such that the remaining Rental Payment obligation for each rental period represents fair consideration for the beneficial use and enjoyment of the portions of the Property that are not affected by such interference. Such abatement shall commence on the date that Lessee's beneficial use and enjoyment of the affected Property is restricted because of such interference and end on the earlier of (i) the date on which the beneficial use and enjoyment thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Property, (y) uses the proceeds of insurance or condemnation award to pay the applicable Prepayment Price therefore or (z) uses legally available funds to pay the applicable Prepayment Price therefor if no insurance proceeds or condemnation award are available for purposes of the foregoing clause (y); *provided, however*, that the Lease Term of the respective Lease shall automatically be extended for the period of such abatement of the obligation to make Rental Payments and maybe further extended successively for any additional extended lease term as a result of the occurrence of any subsequent abatement event. (c) The terms and conditions during any extended lease term under this Agreement shall be the same as the terms and conditions during the original Lease Term, except that (i) the then unpaid aggregate principal component under this Agreement shall be amortized at the applicable interest rate on a level debt service basis over a period equal to the duration of the then remainder of such original Lease Term and such extended lease term and with Rental Payments payable on each rental payment date provided in the Payment Schedule, including the same dates during such extended leases term; (ii) Lessor shall prepare, and Lessor and Lessee shall execute and deliver, a revised Payment Schedule to reflect the extended lease term. (d) Notwithstanding any such interference with Lessee's beneficial use and enjoyment of a portion of the Property, this Agreement shall continue in full force and effect with respect to any remaining Property hereunder. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Property hereunder. (e) In the event of damage to or destruction of all or a portion of the Property due to earthquake or other uninsured casualty, promptly after the occurrence of such event, the County Executive Officer or his designee may use his/her best efforts to bring forward a recommendation for Board of Supervisors consideration to substitute and add additional Property hereunder other real or personal property of Lessee that is unimpaired and unencumbered, the fair rental value of which shall be at least equal to the Rental Payments due during each fiscal year for the remainder of the Lease Term, provided that any such addition and substitution shall be subject to the approval of the Board of Supervisors of Lessee. (f) Abatement as provided in this section shall not be deemed an event of default.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be

allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise. Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

ADDENDUM (SOFTWARE)

Taxable Lease Purchase Agreement

THIS ADDENDUM, which is entered into as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule"), pursuant to the Taxable Lease Purchase Agreement, dated as of May 30, 2016, between Lessor and Lessee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Property Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Property Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain lease payments, which are included in the Lease Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Property Schedule. References to "Property" in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Lessee's obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. **IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.**

4. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule in accordance with the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

5. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. **LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

6. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Lessee to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Lessee under the provisions of the License Agreement; or (g) any termination of the License Agreement.

7. The following shall consist of additional remedies under the Agreement: (e) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any

third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (f) Lessor shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (e), above; (g) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

8. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Lessee's obligations under the Property Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

9. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT A

Property Description

Vendor Name: Golden Star Technology, Inc. DBA: GST
Street Address: 1337 Walker Lane
City, State, Zip Code: Corona, CA 92879

Property:

Property as described in Golden Star Technology, Inc.'s Quote No. _____, dated / _____ 2016, incorporated herein by this reference.

Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT B
Certificate of Acceptance to Taxable Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Riverside ("Lessee")
3450 14th Street
Riverside, CA 92501

RE: Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside

Ladies and Gentlemen:

We have acted as counsel to County of Riverside ("Lessee"), in connection with the Taxable Lease/Purchase Agreement, and Property Schedule dated as of May 30, 2016, between County of Riverside, as Lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a political subdivision of the State, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT D

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)

of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Taxable Lease/Purchase Agreement (the "Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

County of Riverside

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT E

Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: County of Riverside
By:
Name:
Title:

Notification of Tax Treatment to Taxable Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Taxable Lease/Purchase Agreement dated as of May 30, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Riverside
By:
Name:
Title:

Property Schedule to Taxable Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Taxable Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date. The Commencement date of this Property Schedule is May 30, 2016.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments. Lease Term and Lease Payments are per Amortization & Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the Amortization & Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2016.
6. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is \$2,659,156.47. For EMC Enterprise Backup System Doc# GSTQ136234.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.
9. Payment Schedule.

Payment No.	Due Date	Lease Payment	Termination Amount (After Making Payment for said Due Date)
1	1-Aug-2016	531,831.29	N/A
2	1-Aug-2017	531,831.29	N/A
3	1-Aug-2018	531,831.29	1,095,572.47
4	1-Aug-2019	531,831.29	547,786.24
5	1-Aug-2020	531,831.29	0.00
TOTALS:		2,659,156.47	

10. Interest Rate. 0.00%

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis DATE: 9/16

Attest: By
Name:
Title:



Golden Star Technology, Inc.
DBA: GST
 1337 Walker Lane, Corona
 CA 92879, USA
 t. 951-340-2669 f. 951-340-2671
<http://www.gstes.com>

Quotation

Date Apr 13, 2016	Expiration Date Jun 30, 2016
Doc # GSTQ136234	
GST Sales Rep Katherine 562-345-8700 khayes@gstes.com	

Customer Info

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Bill To

County of Riverside - IT (RCIT)
 Jim Smith
 2980 Washington St
 Riverside, CA 92504

Ship To

County of Riverside - IT (RCIT)
 Jim Smith
 3450 14th Street
 Riverside, CA 92501

Phone
Fax

Phone
Fax

Phone
Fax

P.O. Number	Terms	Ship Via	Carrier Account #
	Net 30		

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
1	GST response to ITARC-410 - EMC Enterprise Backup System and Dell Hardware					N	
2	EMC Data Domain					N	
3	SYSTEM DD9500 256GB NFS CIFS		DD9500	1	Y	\$0.00	\$0.00
4	SYS DD9500 CTL 256GB NFS CIFS		DD9500-CTL	1	Y	\$73,115.71	\$73,115.71
5	OPTION FIELD INSTALL KIT DD9500		C-FLDIN9500	1	Y	\$0.00	\$0.00
6	OPT DS60 SHELF 60X4TB SAS HD		C-DS60-4-240S	2	Y	\$52,689.07	\$105,378.14
7	OPT DS60 SHELF 15X4TB SAS HD		C-DS60-4-60S	1	Y	\$14,113.52	\$14,113.52
8	OPTION DD 10GBASE T IO MOD 4PT		C-10GBTM4P	1	Y	\$1,043.70	\$1,043.70
9	DD 16GBIT FC IO MOD LC 2PORT OPTION		C-16GFC-M2P	1	Y	\$1,248.06	\$1,248.06

Terms and Conditions

This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. For hardware products, manufacturer warranty will begin upon physical delivery of the hardware items to the customer site or to the GST integration center. For software products, manufacturer warranty will begin upon electronic receipt of the software license, or physical receipt of the software media to the customer site or the GST integration center.

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
10	PREMIUM SYSTEM SUP (DD)		M-PREHWDD-H1	1	N	\$106,092.97	\$106,092.97
11	DOCS,DD OS DOC,A4		DDOS-DOC-A4N	1	N	\$0.00	\$0.00
12	LIC BASE DD OE DD9500=IA		L-DDOE-DD9500	1	N	\$4,160.22	\$4,160.22
13	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$851,481.19	\$851,481.19
14	LIC DD OE PER TB HI CAP ACT=CB		L-DDOE-HICAP-ACT	540	N	\$301.62	\$162,874.80
15	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$2,291.54	\$2,291.54
16	LIC BOOST DD9500=IA		L-BST-9500	1	N	\$9,360.47	\$9,360.47
17	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$89,714.54	\$89,714.54
18	LIC VTL IBM IOS DD9500=IA		L-VTL-9500F	1	N	\$14,976.77	\$14,976.77
19	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$8,437.22	\$8,437.22
20	IMPL DATA DOMAIN BASE		PS-BAS-DDIB	1	N	\$6,097.18	\$6,097.18
21	DD DDR W/ 1 TO 6 SHELVES		PS-BAS-DD06	1	N	\$3,219.21	\$3,219.21
22	IMPL DD BOOST W/ IBM ISERIES QS		PS-BAS-DDIBMI	1	N	\$1,402.04	\$1,402.04
23	DATA DOMAIN BACKUP TARGET		ADS-OPT-DD-CF	1	N	\$0.00	\$0.00
24	PREMIUM S/W SUP (DD)		M-PRESWDD-H1	1	N	\$13,499.58	\$13,499.58
25	EMC DATA PROTECTION SUITE FOR BACKUP		458-000-882	1	N	\$0.00	\$0.00
26	DPS FOR BU DP SEARCH ENABLER=CA		456-107-280	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
27	EMC BACKUP SUITE DPA ENABLER-B=CB		456-106-112	1	N	\$0.00	\$0.00
28	BACKUP AND RECOVERY MANAGER AVAMAR		456-103-950	1	N	\$0.00	\$0.00
29	EMC BACKUP SUITE AVAMAR ENABLER=CA		456-104-247	1	N	\$0.00	\$0.00
30	DPS FOR BU DDBOOST FOR APPS ENABLER=CA		456-106-406	1	N	\$0.00	\$0.00
31	BACKUP AND RECOVERY MANAGER - NETWORKER		456-103-951	1	N	\$0.00	\$0.00
32	NW SOURCE CAP DATA ZONE ENABLER=IA		456-103-178	5	N	\$0.00	\$0.00
33	DATA PROT STE B/U 401-600TB=CA		456-104-148	500	N	\$1,480.84	\$740,420.00
34	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA		456-110-556	1	N	\$0.00	\$0.00
35	CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA		456-110-557	1	N	\$0.00	\$0.00
36	PREM SW SUP DD		M-PRESWDD-M1	1	N	\$7,925.26	\$7,925.26
37	NETWORKER BASIC QUICKSTART		PS-BAS-NW	1	N	\$6,331.82	\$6,331.82
38	BRS SOL ARCHITECT 4 HR QS		PS-BAS-SABRS	2	N	\$1,270.27	\$2,540.54
39	3M RESIDENCY FOR DATA PROTECT OPS		PS-ZN2B-DPOPRES3 M	4	N	\$98,396.52	\$393,586.08
40	S1 CPCTY BDL CTA-VE		S1-CTA-VE-CF	1	N	\$0.00	\$0.00
41	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
42	S1 CPCTY BDL CTA-VE-HA		S1-CTA-VE-HA-CF	1	N	\$0.00	\$0.00
43	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00

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Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
44	EMC DATA PROTECTION SUITE FOR ARCHIVE		458-000-883	1	N	\$0.00	\$0.00
45	S1 CPTYBDL EM=CA		456-105-181	5	N	\$0.00	\$0.00
46	S1 CPTYBDL MS SP STORMGT PREM=UA		456-105-102	1	N	\$0.00	\$0.00
47	S1 CPTY SP 1 TO 10TB = CA		456-105-944	5	N	\$0.00	\$0.00
48	S1 CPTY FILES 1 TO 10TB = CA		456-105-943	5	N	\$0.00	\$0.00
49	DATA PROT STE ARCHIVE 1-10TB = CA		456-109-015	5	N	\$1,258.46	\$6,292.30
50	PREMIUM SOFTWARE SUPPORT (DD)		M-PRESWDD-M1	1	N	\$0.00	\$0.00
51	EMC S1 EM IMPLEMENTATION: ADD-ON T1		PS-BAS-S1A	2	N	\$1,822.01	\$3,644.02
52	SOURCEONE IMP UPTO 1500U QS		PS-BAS-S1	1	N	\$11,132.37	\$11,132.37
53	REMOTE IMPLEMENTATION FOR SMB BASE SVC		PS-BAS-NWSMBR	1	N	\$2,041.69	\$2,041.69
54	NW REM IMPL FOR SMB VBA ADDON		PS-BAS-NWSMBRVB A	1	N	\$1,143.60	\$1,143.60

SubTotal	\$2,643,564.54
Taxable	\$194,899.13
Tax (8.00 %)	\$15,591.93
Shipping	\$0.00
Total	\$2,659,156.47

Terms and Conditions

Thank you! We value your business and look forward to working with you.
This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. For hardware products, manufacturer warranty will begin upon physical delivery of the hardware items to the customer site or to the GST integration center. For software products, manufacturer warranty will begin upon electronic receipt of the software license, or physical receipt of the software media to the customer site or the GST integration center.

ADDITIONAL PROPERTY SCHEDULE DOCUMENTS
TO BE APPROVED BUT NOT SIGNED AT THIS TIME

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 4/1/16
NEAL R. KIPNIS DATE

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Taxable Lease Purchase Agreement** – Execute signature block at the top of the first page.
- **Addendum/Amendment to Taxable Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution. The witness/attestor will execute the signature block below the Lessee's signature block at the bottom right of the page.
- **Property Schedule** - Execute signature block at the bottom of the page.
- **Property Description – Exhibit A** - Execute signature block at the bottom of the page.
- **Acceptance Certificate and Bank Qualification– Exhibit B.** 1) If the transaction can be designated as a "bank qualified" transaction – one where the Lessee reasonably anticipates not issuing more than \$10 million in Taxable obligations in a calendar year – then you should initial the line under item #2; 2) The date that all Property is delivered, installed and accepted is the date that should be placed on the "DATE" line; and 3) Execute signature block at the bottom of the page.
- **Lessee's Counsel's Opinion – Exhibit C.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit D.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit E.** This is for the vendor payment information. If more than one vendor is being paid please make copies of this exhibit and fill out as many as are needed.
 - **IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.

Taxable Lease/Purchase Agreement, Dated May 30, 2016

Accepted by Lessor:
U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") 13010 SW 68th Parkway, Suite 100 Portland, OR 97223
By:
Name:
Title:
Telephone:

Agreed to by Lessee:
County of Riverside ("Lessee") 3450 14th Street Riverside, CA 92501
By:
Name:
Title:
Telephone:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Taxable Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property by Lessee and continue for the time period set forth in the Property Schedule subject to extension as provided in the Abatement Section. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status. At its own expense, Lessee shall maintain rental interruption insurance with respect to the Property in an amount equal to the principal component of Lease Payments due during the forthcoming two years. Lessee may not self-insure with respect to rental interruption insurance. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under the Lease with respect to which the rental interruption occurred. The insurance policy, notices and loss payee shall otherwise be in accordance with the the provisions above related to casualty insurance.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request

funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, and use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

ABATEMENT: (a) During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Property, there is substantial interference with the beneficial use and enjoyment by Lessee of such Property, the Rental Payments due under this Agreement shall be abated in the same proportion (including in whole) that the portion of such Property that is unavailable for Lessee's beneficial use and enjoyment bears to all of the Property. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's beneficial use and enjoyment of any Property and the portion of the Property that is unavailable. Abatement of Rental Payments pursuant to this Section shall not be deemed to be an Event of Default. (b) The amount of Rental Payments abated under this Agreement shall be such that the remaining Rental Payment obligation for each rental period represents fair consideration for the beneficial use and enjoyment of the portions of the Property that are not affected by such interference. Such abatement shall commence on the date that Lessee's beneficial use and enjoyment of the affected Property is restricted because of such interference and end on the earlier of (i) the date on which the beneficial use and enjoyment thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Property, (y) uses the proceeds of insurance or condemnation award to pay the applicable Prepayment Price therefore or (z) uses legally available funds to pay the applicable Prepayment Price therefor if no insurance proceeds or condemnation award are available for purposes of the foregoing clause (y); *provided, however*, that the Lease Term of the respective Lease shall automatically be extended for the period of such abatement of the obligation to make Rental Payments and maybe further extended successively for any additional extended lease term as a result of the occurrence of any subsequent abatement event. (c) The terms and conditions during any extended lease term under this Agreement shall be the same as the terms and conditions during the original Lease Term, except that (i) the then unpaid aggregate principal component under this Agreement shall be amortized at the applicable interest rate on a level debt service basis over a period equal to the duration of the then remainder of such original Lease Term and such extended lease term and with Rental Payments payable on each rental payment date provided in the Payment Schedule, including the same dates during such extended leases term; (ii) Lessor shall prepare, and Lessor and Lessee shall execute and deliver, a revised Payment Schedule to reflect the extended lease term. (d) Notwithstanding any such interference with Lessee's beneficial use and enjoyment of a portion of the Property, this Agreement shall continue in full force and effect with respect to any remaining Property hereunder. Lessee hereby waives the benefits of California Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Property hereunder. (e) In the event of damage to or destruction of all or a portion of the Property due to earthquake or other uninsured casualty, promptly after the occurrence of such event, the County Executive Officer or his designee may use his/her best efforts to bring forward a recommendation for Board of Supervisors consideration to substitute and add additional Property hereunder other real or personal property of Lessee that is unimpaired and unencumbered, the fair rental value of which shall be at least equal to the Rental Payments due during each fiscal year for the remainder of the Lease Term, provided that any such addition and substitution shall be subject to the approval of the Board of Supervisors of Lessee. (f) Abatement as provided in this section shall not be deemed an event of default.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be

allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise. Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

ADDENDUM (SOFTWARE)

Taxable Lease Purchase Agreement

THIS ADDENDUM, which is entered into as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule"), pursuant to the Taxable Lease Purchase Agreement, dated as of May 30, 2016, between Lessor and Lessee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

With respect to the Property under the Property Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor ("Licensor") identified on the Property Schedule of certain software (the "Licensed Software") and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services"), all as further described in the software license agreement identified on the Property Schedule ("License Agreement"). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Property Schedule ("Fees") are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee's obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain lease payments, which are included in the Lease Payments set forth on the Property Schedule. The Licensed Software and Services are collectively referred to herein as the "Financed Items." The Property Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee's rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee's obligations to Lessor of every kind or nature under the Property Schedule. References to "Property" in the Agreement, Property Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Agreement and the Addendum. All of Lessee's obligations under the Property Schedule with respect to Property shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee's rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Property Schedule and Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. **IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE'S OBLIGATIONS UNDER THE PROPERTY SCHEDULE AND AGREEMENT.**

4. Upon payment of all amounts due under the Property Schedule in accordance with the Agreement or upon the prepayment of the Property Schedule in accordance with the Agreement and Property Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Property Schedule or Agreement shall terminate.

5. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. **LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

6. The following shall consist of an Event of Default as defined in the Agreement: (e) failure on the part of Lessee to promptly perform in complete accordance with its representations, warranties and covenants made in the License Agreement; (f) a default by Lessee under the provisions of the License Agreement; or (g) any termination of the License Agreement.

7. The following shall consist of additional remedies under the Agreement: (e) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor's option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any

third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (f) Lessor shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (e), above; (g) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

8. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Property Schedule or to Lessee's obligations under the Property Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Property Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Property Schedule with respect to said Licensed Software and/or Services.

9. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Agreement or Property Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: County of Riverside
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT A

Property Description

Vendor Name: Golden Star Technology, Inc. DBA: GST
Street Address: 1337 Walker Lane
City, State, Zip Code: Corona, CA 92879

Property:

Property as described in Golden Star Technology, Inc.'s Quote No. GSTQ134811, dated March 14, 2016, incorporated herein by this reference.

Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT B
Certificate of Acceptance to Taxable Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Taxable Lease/Purchase Agreement dated as of May 30, 2016 and the related Property Schedule, between Lessor and Lessee. (the "Agreement").

1. **Property Acceptance.** Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: County of Riverside
By:
Name:
Title:

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

County of Riverside ("Lessee")
3450 14th Street
Riverside, CA 92501

RE: Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside

Ladies and Gentlemen:

We have acted as counsel to County of Riverside ("Lessee"), in connection with the Taxable Lease/Purchase Agreement, and Property Schedule dated as of May 30, 2016, between County of Riverside, as Lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a political subdivision of the State, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT D

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Taxable Lease/Purchase Agreement (the "Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

County of Riverside

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule** to the Taxable Lease/Purchase Agreement dated as of May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and County of Riverside.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the County of Riverside ("Lessee") does hereby certify, as of May 30, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of May 30, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT E

Payment of Proceeds Instructions

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: Taxable Lease/Purchase Agreement dated May 30, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and County of Riverside ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: County of Riverside
By: _____
Name: _____
Title: _____

Notification of Tax Treatment to Taxable Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Taxable Lease/Purchase Agreement dated as of May 30, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: County of Riverside
By:
Name:
Title: