

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 12/17/15

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

220



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
 December 2, 2015

SUBJECT: Approve and execute the Agreement with Radio IP Software Inc., without seeking competitive bids to provide Multi-IP Support and Maintenance for the Public Safety Enterprise Communication (PSEC) System Software for RCIT for one year. Districts: All. [\$72,640 total aggregate] RCIT PSEC Operating Budget.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with Radio IP Software Inc., without seeking competitive bids to provide Multi-IP Support and Maintenance for the PSEC System Software, in the amount of \$72,640 from January 1, 2016 through December 31, 2016; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed up to a 10% increase as approved to form by County Counsel.

BACKGROUND:

Summary
 (Continued on page 2)

[Signature]
 Steve Reneker
 Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 36,320	\$ 36,320	\$ 72,640	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: RCIT PSEC Operating Budget				Budget Adjustment: No	
				For Fiscal Year: 15/16 – 16/17	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
 Stephanie Persi

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 5, 2016
 xc: RCIT, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Departmental Concurrence

Teresa Summers, Assistant Director

Purchasing & Fleet Services:

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

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

FORM 11: Approve and Execute the Agreement with Radio IP Software Inc., without seeking competitive bids to provide Mult-IP Support and Maintenance for the PSEC System Software for RCIT for one year.

Districts: All. [\$72,640 total aggregate] RCIT PSEC Operating Budget.

DATE: December 2, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

During the first year of PSEC operations, Motorola brought in Radio IP Software Inc. to optimize wireless data downloads to and from public safety vehicles. RCIT recommends continuing this business relationship. Under the proposed agreement, Radio IP Software Inc. will provide continued maintenance, technical support, and delivery of all future software updates for their Mult-IP software suite presently licensed to operate on the PSEC system and installed in all County Fire and Sheriff mobile data computers.

These mobile data computers are installed in all Sheriff's patrol vehicles and Fire vehicles to receive computer aided dispatch (CAD) data wirelessly across the PSEC network. The Mult-IP software allows these vehicles to receive CAD data over one of four wireless networks. It also provides a server component that load-balances the number of vehicles on the system across four virtual servers which enhances the functionality of the entire network.

The Mult-IP software suite is an optimized Internet Protocol (IP) which has all the functionality of IP connectivity but is specifically designed for a wireless environment. The software suite includes unique products in the Public Safety and Emergency Medical Services (EMS) markets. These are designed to meet the needs and requirements of mobile Transmission Control Protocol and Internet Protocol (TCP/IP) data over hybrid IP based protocols composed of both private Radio Frequency (RF) and public cellular networks. Radio IP Software Inc. holds the exclusive rights for this Mult-IP license for maintenance, technical support, and software updates.

Impact on Residents and Businesses

This agreement provides mobile Virtual Private Network (VPN) services for county agencies that use those networks to better serve the public. There is no negative impact on businesses and residences.

Contract History and Price Reasonableness

The Mult-IP software suite is the product Motorola delivered to meet their contractual obligations for data on the PSEC system implementation beginning October 1, 2013 through December 31, 2014 as approved on Board agenda item 3-52 on October 22, 2013. The pricing is consistent with most software maintenance agreements and RCIT will be saving money by entering into an agreement. Current pricing has decreased from \$73,123 to \$72,640 for January 1, 2016 through December 31, 2016. Should the County decide to retain service for future years, there will be a 3% annual increase.

Attachment:

Agreement with Radio IP Software Inc.

Previous Agenda Reference:

10/22/2013 3-52

03/20/2012 3.11

07/26/2011 3.9

07/12/2011 3.60

02/29/2010 3.41

03/13/2009 3.33

01/30/2007 3.42b

04/12/2005 3.19



STEVE RENEKER
Chief Information Officer

MEMORANDUM

LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
VEVA HARGUINDEGUY, ACIO
Converged Communications Bureau
JIM SMITH, ACIO
Technology Services Bureau

To: Purchasing Agent

Date: 12/07/2015

Via: RCIT, Procurement Contract Specialist

From: Steve Reneker, Chief Information Officer

Subject: Sole Source Procurement for Mult-IP Software Maintenance Agreement between Radio IP Software Inc., and the County of Riverside.

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Radio IP Software, Inc.
2. **Vendor ID:** 0000081284
3. **Supply/Service being requested:**

Under this agreement, Radio IP Software Inc. will provide continued maintenance, technical support and delivery of all future software updates for their Mult-IP software suite presently licensed to operate on the Public Safety Enterprise Communication (PSEC) system and installed in County Fire and Sheriff mobile data computers. Mult-IP is the software product that is currently installed on Fire and Sheriff mobile data computers and the server components that are operated and supported by the RCIT Communications Division.

Multi-IP software suite licenses are listed below:

- a) Mult-IP Mobile VPN Gateway
- b) Mult-IP Mobile VPN Concurrent Gateway Option
- c) Mult-IP Mobile VPN Redundancy and Load Balancing Option
- d) Mult-IP Reporting Server
- e) Mult-IP Mobile VPN Concurrent Client Option
- f) Mult-IP Mobile VPN Client
- g) Mult-IP Reporting Client
- h) Mult-IP Reporting Client Option

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market research conducted:**

No other suppliers exist for these proprietary software and services. Mult-IP software suite is a concurrent network technology developed by Radio IP Software Inc. and Radio IP holds the exclusive rights for this Mult-IP license, maintenance and technical support. The Mult-IP software suite is the product Motorola delivered to meet their contractual obligations for data on the PSEC system. No other products were evaluated.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The Mult-IP software suite is an optimized Internet protocol (IP) which has all the functionality of IP connectivity but is specifically designed for a wireless environment. The software suite includes unique products for the Public Safety and EMS markets. These are designed to meet the needs and requirements of mobile IP data over hybrid IP based protocols composed of both private Radio Frequency (RF) and public cellular networks.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

The mobile data computers installed in all Sheriff patrol and County Fire vehicles to receive computer aided dispatch (CAD) data wirelessly across the PSEC network. The multi IP software will allow these vehicles to receive CAD data over one of four wireless networks:

- a) PSEC high performance data network
- b) PSEC 4.9 data network
- c) The department's own cellular network
- d) PSEC voice network

Multi IP software also provides a server component that will load balance the number of vehicles on the system across four virtual servers.

Radio IP provides regular updates to the Mult-IP System environment and the updates change and enhance the functionality. This system is life critical for PSEC operations which requires maximum availability to support the Riverside County Sheriff and Fire departments.

7. Period of Performance: From January 1, 2016 to December 31, 2016 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY15/16	FY16/17	Total
One-time Costs:			
[MVPN-MLT-G-IP - MVPN-MLT-G-IP / Mult-IP Mobile VPN Gateway (per gateway) IP Only]	\$650	\$650	\$1,300
[MVPN-MLT-G-CON - MVPN-MLT-G-CON / Mult-IP Mobile VPN Concurrent Gateway Option (1 per gateway Farm)]	\$325	\$325	\$650
[MVPN-MLT-RD - MVPN-MLT-RD / Mult-IP Mobile VPN Redundancy and Load Balancing Option (1 per Gateway Farm)]	\$260	\$260	\$520
[MVPN-MLT-G-RP - MVPN-MLT-G-RP / Mult-IP Reporting Server (1 per Gateway Farm)]	\$65	\$65	\$130

[MVPN-MLT-CL-CON - MVPN-MLT-CL-CON / Mult-IP Mobile VPN Concurrent Client Option]	\$13,777	\$13,777	\$27,554
[MVPN-MLT-CL-IP - MVPN-MLT-CL-IP / Mult-IP Mobile VPN Client]	\$18,369	\$18,369	\$36,738
[MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option]	\$926	\$926	\$1,852
[MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option]	\$1,948	\$1,948	\$3,896
Total Costs	36,320	36,320	\$72,640


9. Price Reasonableness:

The pricing is consistent with software maintenance agreements. Pricing will decreased from \$73,123 to \$72,640, which reflects a cost savings of \$483.

10. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

The agreement is for ongoing support, maintenance and version updates, any future upgrades would be at an additional cost and done on an as needed basis. In the event of an upgrade or additional software license purchase, Sole Source would be amended accordingly.

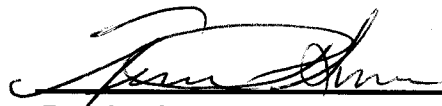
11. Projected Board of Supervisor Date (if applicable): 1/5/16


 Steve Reneker, Chief Information Officer 12/7/15
Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 72,640 One time Annual Amount through 12/31


 Purchasing Agent 12/15/15
Date 16-415
Approval Number

List Attachments:
 Form 11
 Agreement

SOFTWARE MAINTENANCE AGREEMENT (SMA)

for

MULT-IP SOFTWARE MAINTENANCE, SUPPORT, AND UPGRADES

between

COUNTY OF RIVERSIDE

and

RADIO IP SOFTWARE, INC.



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This Agreement, made and entered into this 1st day of January, 2016, by and between Radio IP Software, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of four (4) pages at the prices stated in Exhibit B, Payment Provisions, consisting of three (3) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective January 1, 2016 through December 31, 2016, unless terminated earlier. CONTRACTOR shall commence performance on January 1, 2016 and shall diligently and continuously perform thereafter for the full term of this Agreement. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy two thousand six hundred forty dollars (\$72,640) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to

the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, 4th Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-92004-001-12/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.8 CONTRACTOR may, at its full discretion, require a reactivation fee from the COUNTY if the SMA has been expired for more than one (1) month.

5.9 This agreement shall be terminated without any notice or delay if any of the following events occur:

(a) The COUNTY sells, assigns, transfers or otherwise disposes of its rights or a portion thereof in a license to the Software covered by this agreement without obtaining the prior written permission from CONTRACTOR.

5.10 In the event that the COUNTY has paid the fees payable in advance for a given period and if this SMA is terminated before the expiration of said period, CONTRACTOR agrees to reimburse a prorated amount of the fees to the COUNTY equivalent to the amounts received which are applicable to the period having been the object of the termination in accordance with Section 5.1, and/or 5.2 noted above.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose

to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Information Technology
Attn: PCS
3450 14th Street, 4th Floor
Riverside, CA 92501

CONTRACTOR

Radio IP Software Inc. c/o Roch Tremblay
Attn: Chief Operating Officer
1111 St-Charles West, East Tower, Suite 555
Longueuil, Quebec, Canada J4K 5G4

Also to:

Riverside County Purchasing and Fleet Services

Attn: Purchasing Manager

2980 Washington Street

Riverside, CA 92504

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at

its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to 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 as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's

limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. Warranty:

23.1 CONTRACTOR warrants to COUNTY that the Services to be provided hereunder will be performed in a diligent, workmanlike and professional manner, in compliance with industry standards.

23.2 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF CONTRACTOR, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SOFTWARE, SERVICES, DOCUMENTATION OR OTHER ITEMS OR FACILITIES PROVIDED UNDER OR IN CONNECTION WITH THIS SMA. CONTRACTOR DOES

NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION OR THE SERVICES SUPPLIED HEREUNDER SHALL OPERATE WITHOUT INTERRUPTIONS OR BE ERROR FREE.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

24.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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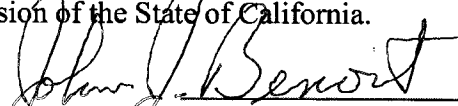
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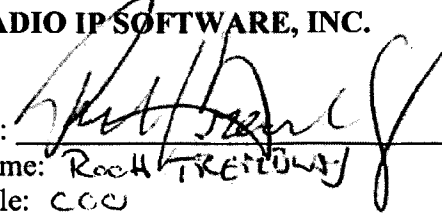
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California.

By: 
JOHN J. BENOIT Chairman
Board of Supervisors

Dated: JAN 05 2016

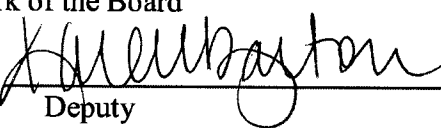
RADIO IP SOFTWARE, INC.

By: 
Name: Roch TREMBLAY
Title: COO

Dated: 16/12/2015

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

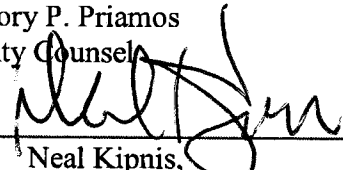
By: 
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES
Software Maintenance Agreement (SMA)
Mult-IP Software Support and Maintenance

1.0 PURPOSE:

This agreement provides the COUNTY the ability to be able to order support and maintenance services provided by CONTRACTOR, thus allowing it to preserve the continuity of operation of the Software and to benefit from any updates to the Software.

1.1 The Software covered in this agreement are as follows and are referred to herein as "Software":

- a) Mult-IP Mobile VPN Gateway
- b) Mult-IP Mobile VPN Concurrent Gateway Option
- c) Mult-IP Mobile VPN Redundancy and Load Balancing Option
- d) Mult-IP Reporting Server
- e) Mult-IP Mobile VPN Concurrent Client Option
- f) Mult-IP Mobile VPN Client
- g) Mult-IP Reporting Client
- h) Mult-IP Reporting Client Option

2.0 MAINTENANCE SERVICES:

2.1 CONTRACTOR shall deploy all reasonable efforts to correct errors, bugs and programming defects, as reported by the COUNTY, that stem from the Software and that interfere with the proper functioning of the Software, as described in the specifications published by CONTRACTOR.

2.2 CONTRACTOR shall not be responsible for the correction of any errors, bugs or defects affecting any equipment or software used in conjunction with the Software or due to such equipment or software. The COUNTY agrees to communicate to CONTRACTOR all the details of which it is aware concerning any errors, bugs and programming defects affecting the Software, in order to allow CONTRACTOR to properly perform its obligations hereunder. If, pursuant to such communication by the COUNTY, CONTRACTOR concludes that such errors, bugs and defects were non-existent or were caused by the equipment or software used in conjunction with the Software, or attributable to another cause to the Software, CONTRACTOR may, at its discretion, require the COUNTY to pay for time spent to detect and correct such errors, bugs and defects, at the daily consultation rate for professional services in force at such time.

2.3 CONTRACTOR agrees to provide a telephone assistance service for the Software. The regular telephone assistance service of CONTRACTOR is available between 5:00 a.m. and 2:00 p.m. Pacific time, from Monday to Friday, except for legal holidays in effect in the Province of Quebec. CONTRACTOR shall ensure that calls from the COUNTY are returned within four (4) business hours. The purpose of the telephone assistance service of CONTRACTOR is to attempt to identify and resolve functional problems in the Software. Its purpose is not to identify nor resolve functional problems of hardware, software or equipment used in conjunction with the Software, nor to provide training to employees or

consultants of the COUNTY with regard to the Software, and shall not be used as such by the COUNTY.

- 2.4 CONTRACTOR agrees to provide an emergency telephone assistance service outside of regular telephone assistance service hours described in this Software Maintenance Agreement (SMA) section 2.3. CONTRACTOR shall ensure that emergency calls are returned within four (4) hours. The purpose of the service is to attempt to identify and resolve urgent and major problems in the Software, which cause a stoppage of service and which persist after a shutdown and restart of the server. If an emergency service call concerns a non-urgent matter, a problem that is not major or a problem which results from a cause other than from the Software, the COUNTY agrees to remunerate CONTRACTOR for the time spent to identify and resolve the problem at the daily consultation rate for professional services valid at the time.
- 2.5 CONTRACTOR shall provide to the COUNTY the revised versions of the Software within a reasonable delay from the time they are offered on a commercial basis, as well as, where applicable, the terms and conditions of the End User License Agreement relating to the Software upon which the updates are offered (the "EULA").
- 2.5.1 The COUNTY is deemed to have accepted the EULA if it installs the Software updates so provided. It is understood that in order to have a right to the Software updates (which includes, fixes, patches and Service Packs) in relation to specific copies of the Software, the COUNTY must have been party to a valid SMA since the expiry of the warranty period of the Software or must retroactively disburse maintenance fees for the entire period not covered by a SMA.
- 2.5.2 CONTRACTOR is not obliged to offer installation services of the Software updates in the context of this SMA. Any Software update is provided to the COUNTY, subject to the COUNTY abiding by the EULA entered into by the COUNTY for the initial version of the Software, including the number of permitted copies and the EULA communicated with the Software updates.
- 2.5.3 It is understood that the COUNTY will have no right to receive or use any new software developed by CONTRACTOR, even if this new software can fulfill, in whole or in part, the same needs as the Software. CONTRACTOR shall have the sole discretion to determine whether such software constitutes a Software update, without additional fees being paid by the COUNTY, or an upgrade (new functionalities) for which licensing fees must be paid by the COUNTY.
- 2.6 It is understood that CONTRACTOR is not required to proceed with modifications or improvements requested by the COUNTY or to provide other maintenance services not mentioned explicitly in this SMA. Pursuant to a separate written SMA with the COUNTY, CONTRACTOR may, at its sole discretion, proceed to such modifications or improvements with remuneration at the daily consultation rate for professional services in force at such time.

3.0 COUNTY'S RESPONSIBILITIES:

- 3.1 The COUNTY shall ensure that the equipment and software used in conjunction with the Software conform to the specifications which may be set out from time to time in the documentation provided with the Software, and ensure that these equipment and software are functional and do not impede the proper operation of the Software.
- 3.2 The COUNTY shall be solely responsible for the installation and configuration, at its cost, of any revised version of the Software that is communicated by CONTRACTOR pursuant to this SMA. CONTRACTOR may designate certain revised versions as being mandatory updates, in which case the COUNTY shall install and configure the revised versions within thirty (30) days of transmittal of such update. If the COUNTY refuses or neglects to install the mandatory updates of the Software, CONTRACTOR shall not be required to provide maintenance services on such Software until installation of these mandatory updates is completed.
- 3.3 To receive the full benefit of maintenance services provided under this SMA, the COUNTY's server must be equipped with a secured high speed Internet access (VPN) to the CONTRACTOR server. This will enable persons providing maintenance services to connect to the COUNTY's server in accordance with agreed security standards, which may be necessary to address certain problems affecting the Software.
- 3.4 The COUNTY agrees that the maintenance services described in this SMA shall be remotely provided and that CONTRACTOR shall have no obligation to travel to the location or the site of the COUNTY.

4.0 DETAILED SOFTWARE DEFINITION:

- 4.1 Mult-IP Mobile VPN Solution Components:
 - 4.1.1 CONTRACTOR's flagship secure mobile VPN solution extends the reach of your corporate LAN over concurrent private and public wireless networks. Mult-IP employs gateways to route packets to and from mobile devices, LAN servers (application, authentication and mail) and the Internet over a virtual segment isolated from the corporate LAN.
 - 4.1.2 Mult-IP Mobile VPN Gateway for support of IP Drivers on broadband networks. One License required per Gateway
 - 4.1.3 Mult-IP Mobile VPN Premium Gateway Option for support of narrowband networks. One License required per complete system.
 - 4.1.4 Mult-IP Mobile VPN COUNTY for Support of IP Drivers on broadband networks. One license required per user.
 - 4.1.5 Mult-IP Mobile Premium VPN COUNTY Option for support of narrowband networks. One license required per user.
- 4.2 Mult-IP Reporting Server:
 - 4.2.1 Mult-IP Reporting Server license: One per Gateway Farm

5.0 LIMITATION OF SUPPORT:

- 5.1 CONTRACTOR SHALL NOT SUPPORT MOBILE UNITS IF THE SERVER TO WHICH THE UNITS ARE CONNECTED IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT.

- 5.2 ANY ADDITIONAL LICENSE PURCHASED BY THE COUNTY TO FUNCTION WITH A SERVER WHICH IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT WILL ONLY BE ENTITLED TO AN ACTIVATION KEY AND THE SOFTWARE RELEASE COMPATIBLE WITH THE SOFTWARE VERSION INSTALLED ON THE SERVER AT THE TIME THE ADDITIONAL LICENSE IS PURCHASED.

- 5.3 CONTRACTOR SHALL NOT SUPPORT MOBILE UNITS PURCHASED BY AN AGENCY OF THE COUNTY IF THE COUNTY'S SERVER IS NOT COVERED UNDER A SOFTWARE MAINTENANCE SMA.

**EXHIBIT B
PAYMENT PROVISIONS**

1.0 Pricing Table

QTY	SERVICE ITEM	DESCRIPTION	VALIDITY DATE	EXPIRATION DATE	TOTAL COST
6	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-IP - MVPN-MLT-G-IP / Mult-IP Mobile VPN Gateway (per gateway) IP Only] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$1,300.02 Monthly cost = \$108.34	2016/01/01	2016/12/31	\$1,300.02
6	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-CON - MVPN-MLT-G-CON / Mult-IP Mobile VPN Concurrent Gateway Option (1 per gateway Farm)] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$649.98 Monthly cost = \$54.17	2016/01/01	2016/12/31	\$649.98
1	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-RD - MVPN-MLT-RD / Mult-IP Mobile VPN Redundancy and Load Balancing Option (1 per Gateway Farm)] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$520.00 Monthly cost = \$43.33	2016/01/01	2016/12/31	\$520.00
1	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-RP - MVPN-MLT-G-RP / Mult-IP Reporting Server (1 per Gateway Farm)] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$130.00 Monthly cost = \$10.83	2016/01/01	2016/12/31	\$130.00

**EXHIBIT B (cont.)
PAYMENT PROVISIONS**

QTY	SERVICE ITEM	DESCRIPTION	VALIDITY DATE	EXPIRATION DATE	TOTAL COST
1413	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-CON - MVPN-MLT-CL-CON / Mult-IP Mobile VPN Concurrent Client Option] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$27,553.50 Monthly cost = \$2,296.13	2016/01/01	2016/12/31	\$27,553.50
1413	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-IP - MVPN-MLT-CL-IP / Mult-IP Mobile VPN Client] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$36738.00 Monthly cost = \$3,061.50	2016/01/01	2016/12/31	\$36,738.00
475	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$1852.50 Monthly cost = \$154.37	2016/01/01	2016/12/31	\$1,852.50
999	Service	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option] Renewal dates from 2016-01-01 to 2016-12-31 Annual cost = \$3,896.10 Monthly cost = \$324.68	2016/01/01	2016/12/31	\$3,896.10
				TOTAL COST	\$72,640.10

**EXHIBIT B (cont.)
PAYMENT PROVISIONS**

2.0 Annual Maintenance Fees:

- 2.1 In consideration of obtaining access to CONTRACTOR's maintenance services described herein, the COUNTY agrees to the maintenance fees listed in Exhibit B hereto, whether these Software licenses were acquired at a discounted rate or free of charge.
 - 2.1.1 If the warranty period of additional licensed copies of the Software purchased by the COUNTY expires during the term of this agreement or any renewal term, the COUNTY undertakes to pay a percentage, as per the current price list, of the cost of obtaining the relevant licenses for the Software, in proportion to the period of time between the end of the warranty period and the end of the current maintenance term.
 - 2.1.2 It is understood that the COUNTY shall not claim any credit for any period of time during which it did not have recourse to CONTRACTOR's maintenance services.
- 2.2 Unless otherwise specified, all amounts payable to CONTRACTOR hereunder shall be in U.S. funds. The amounts indicated in this SMA do not include applicable taxes, including customs and excise taxes, which shall be paid by the COUNTY, over and above the amounts mentioned, if applicable.