

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



**ITEM: 3.13
(ID # 17335)**

MEETING DATE:

Tuesday, October 05, 2021

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Reseller Agreement with Presidio Networked Solutions Group, LLC, approval of Lease Schedule No. 500-3213563-000 with Banc of America Public Capital Corp.; Adoption of Resolution No. 2021-185 for the renewal of the Cisco Flex Enterprise License Agreement (ELA) to continue to support the County's enterprise telephone network and to be purchased through Presidio Networked Solutions Group, LLC., for a total aggregate amount of \$4,014,485, for five years. All Districts [Total Aggregate Cost \$4,014,485 - RCIT Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Reseller Agreement with Presidio Networked Solutions Group, LLC., for the renewal of the Cisco Flex Enterprise License Agreement (ELA);
2. Approve Lease Schedule No. 500-3213563-000 with Banc of America Public Capital Corp. for the renewal of the Cisco Flex Enterprise License Agreement (ELA) to be purchased through Presidio Networked Solutions Group, LLC., for a total aggregate amount of \$4,014,485 for five years starting October 15, 2021 through July 14, 2026;
3. Approve and adopt Resolution 2021-185, to authorize the execution and delivery of Lease Schedule No. 2021-185 dated October 5, 2021;
4. Authorize the Chairperson of the Board to sign three (3) copies of the Agreements on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements and one (1) copy of the Certificate of Incumbency to the Information Technology Department for distribution; and

Continued on page 2

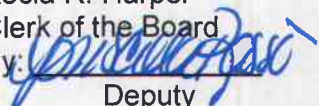
ACTION:Policy


Jim Smith, Chief Information Officer 9/24/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 5, 2021
xc: RCIT

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

5. 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 stay within the intent of the agreement.

| FINANCIAL DATA | FY 21/22 | FY 22/23 | Total Cost: | Ongoing Cost |
|--|-----------------|-----------------|---------------------------------------|---------------------|
| COST | \$ 200,000 | \$ 953,621 | \$ 4,014,485 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: RCIT Budget - 100% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 21/22 – 25/26 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval of the Lease Schedule No. 500-3213563-000 with zero percent financing through Banc of America Public Capital Corp. for the renewal of the Cisco Enterprise License Agreement (ELA). This agreement will continue the software maintenance and support for the County of Riverside's (County) enterprise telephone (voice) network to be purchased through Presidio Networked Solutions Group, LLC.

On December 18, 2012, agenda item 3.47, the Board of Supervisors approved Cisco as the County's enterprise standard solution for voice, video, wireless, and data utilized by all the County departments. On January 29, 2013, agenda item 3.31, the Board of Supervisors approved Cisco Collaboration ELA which was required for software maintenance support, software and security patches, and all new software updates/releases for the County's enterprise voice network. On July 25, 2017, agenda item 3.46, the Board of Supervisors approved the renewal of the Cisco ELA for the continuation of support for the County's enterprise voice network. Cisco has since implemented a new subscription-based service, the Cisco Flex ELA, which is replacing the previous perpetual-based licensing model.

The renewal of the Cisco Flex ELA will allow the County to maintain, operate and upgrade its existing communications solution; as well as allow the County to continue receiving software maintenance support, software and security patches, and all new software updates/releases under the new subscription-based ELA. The agreement provides the County with access to additional licenses to meet changing business needs, with no additional costs during the five-year contract period. The renewal of this ELA is vital to prevent a lapse of software licensing which will render the County's enterprise voice system nonoperational as this software controls and operates the County's voice solution, end user devices, main line Auto Attendants, and Contact Center/Call Centers. A lapse in software licensing would essentially leave the County with no functioning telephone system with which to make outbound or receive inbound calls and would result in County constituents being unable to reach County voice-based services. The

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

cost of a complete replacement of this solution would far exceed the time and cost required to maintain the continuation of existing services.

RCIT is requesting early renewal to take advantage of Cisco's fiscal year-end discounts and promotions, expiring October 15, 2021. The promotion and discounts total \$952,014, over five years, including a credit for the remaining contract term, which is due to expire July 2022. The agreement also includes the Basic Support for Flex Plan at no additional cost to the County.

Impact on Residents and Businesses

The Cisco Flex ELA will ensure all County voice services remain available for communication between County departments and County constituents. There is no negative impact on citizens or businesses.

Additional Fiscal Information

Banc of America Public Capital Corp. Cisco Program will provide zero percent financing over five years. The first payment accommodates FY21/22 budget allocations through a payment of \$200,000. The following table provides the annual payment schedule for the ELA:

| | FY21/22 | FY22/23 | FY23/24 | FY24/25 | FY25/26 | Total |
|----------------|--------------|--------------|--------------|--------------|--------------|----------------|
| Cisco Flex ELA | \$200,000.00 | \$953,621.48 | \$953,621.48 | \$953,621.48 | \$953,621.48 | \$4,014,485.92 |

Contract History and Price Reasonableness

On December 18, 2012, agenda item 3.47, the Board of Supervisors approved Cisco as the County's enterprise standard solution for voice, video, wireless, and data utilized by all the County departments.

RFQ #RIVCO-2021-RFQ-0000308 for the renewal of the Cisco Enterprise License Agreement (ELA) was processed publicly through RivcoPRO with notifications sent to eighteen Cisco authorized resellers that achieved a Gold level integrator certification. Upon bid closing, the County received two responses with a cost of \$4,014,485.92 and \$4,121,025.00 respectively. The County made the award to Presidio Networked Solutions Group, LLC as the lowest most responsive responsible bidder at the cost of \$4,014,485.92, which includes discounts and credits totaling over \$952,014 due to the County switching from a perpetual license to the subscription-based model.

Attachments:

- A. Resolution No. 2021-185
- B. BofA Lease Schedule 500-3213563-000
- C. Presidio Networked Solutions Group LLC - Reseller Agreement
- D. Cisco EUIF and EA and Letter Agreement

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


Tina Grande, Director of Purchasing and Fleet Services 9/24/2021


Venus Brambila, Deputy Director - Administration 9/27/2021


Gregory W. Priamos, Director County Counsel 9/24/2021

RESOLUTION NUMBER 2021-185

A RESOLUTION OF THE GOVERNING BODY OF COUNTY OF RIVERSIDE, CA,
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT
LEASE/PURCHASE AGREEMENT NO. 3162133 DATED OCTOBER 8, 2015 AND SEPARATE
LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND
LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE
EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION
OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, COUNTY OF RIVERSIDE, CA (the "Lessee"), a body politic and corporate duly
organized and existing as a political subdivision, municipal corporation or similar public entity of
the State of CALIFORNIA, is authorized by the laws of the State of CALIFORNIA to purchase,
acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter
into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment
constituting personal property necessary for the Lessee to perform essential governmental
functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain
Master Equipment Lease/Purchase Agreement No. 3162133 (the "Agreement") and separate
Lease Schedules from time to time as provided in the Agreement with BANC OF AMERICA
PUBLIC CAPITAL CORP (the "Lessor"), the form of which has been presented to the governing
body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the
efficient and effective administration thereof to enter into the Agreement and the separate Lease
Schedules as provided in the Agreement for the purchase, acquisition and leasing of the
equipment to be therein described on the terms and conditions therein provided;

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

1 power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any
2 Lease Schedule or any other instrument or document executed in connection therewith impose
3 any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing
4 power, except to the extent that the Rental Payments payable under each Lease are special
5 limited obligations of the Lessee as provided in such Lease.

6
7 Section 4. Appointment of Authorized Lessee Representatives. The Chairperson of the
8 Board, the Purchasing Agent, and the Chief Information Officer (or their designee) of the Lessee
9 are each hereby designated to act as authorized representatives of the Lessee for purposes of
10 the Agreement and each Lease Schedule until such time as the governing body of the Lessee
11 shall designate any other or different authorized representative for purposes of the Agreement
12 and each Lease Schedule.

13
14 Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall
15 for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such
16 section, paragraph, clause or provision shall not affect any of the remaining provisions of this
17 Resolution.

18
19 Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith,
20 are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed
21 as reviving any bylaw, order, resolution or ordinance or part thereof.

22
23 Section 7. Effective Date. This Resolution shall be effective immediately upon its approval
24 and adoption.

2 **RESOLUTION 2021-185**

3 **RESOLUTION OF THE GOVERNING BODY OF THE COUNTY OF RIVERSIDE,**
4 **AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT**
5 **LEASE/PURCHASE AGREEMENT NO. 3162133 DATED OCTOBER 8, 2015 AND**
6 **SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION,**
7 **PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE**
8 **PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF**
9 **DOCUMENTS REQUIRED IN CONNECITON THEREWITH; AND AUTHORIZING THE**
10 **TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF**
11 **THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

12 ADOPTED by Riverside County Board of Supervisors on October 5, 2021.

13 ROLL CALL:

14 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
15 Nays: None
16 Absent: None

17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board o
18 Supervisors on the date therein set forth.

19 KECIA R. HARPER, Clerk of said Board

20 By:  Deputy

21
22
23 10.05.2021 3.13
24
25

EXHIBIT A
BANC OF AMERICA PUBLIC CAPITAL CORP
LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT NO.: **3162133**

DATE OF MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT: **OCTOBER 8, 2015**

LEASE SCHEDULE NO.: **500-3213563-000**

DATE OF LEASE SCHEDULE: **SEPTEMBER 30, 2021**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **5 Years from the Commencement Date.**

Rental payments are payable **ANNUAL** in **ADVANCED** of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

LESSEE: **COUNTY OF RIVERSIDE, CA**

1. DESCRIPTION OF THE EQUIPMENT:

| <u>SUPPLIER</u> | <u>QUANTITY</u> | <u>DESCRIPTION OF UNITS OF EQUIPMENT</u> | <u>SERIAL NUMBERS* (IF AVAILABLE)</u> |
|-----------------|-----------------|--|---|
|-----------------|-----------------|--|---|

See Equipment Description attached hereto and made a part hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: _____

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

OCT 05 2021 3.13

3. The Rental Payments shall be made for the Equipment as follows:

| DATE | PAYMENT | INTEREST | PRINCIPAL | PURCHASE OPTION PRICE* |
|------|---------|----------|-----------|---------------------------|
|------|---------|----------|-----------|---------------------------|

See Payment Schedule attached hereto and made a part hereof.

The original purchase price of the Equipment is **\$4,014,485.92**. The effective interest rate to Lessee is **0.00%** after the financing incentive is taken into consideration.

*** LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$3,831,163.89 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.18%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).**

4. For purposes of this Lease, "State" means the State of **CALIFORNIA**.

5. Lessee's current Fiscal Period extends from _____ to _____.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

ATTEST:
 KECIA R. HARPER, Clerk
 By *[Signature]*
 DEPUTY

COUNTY OF RIVERSIDE, CA
as Lessee

By: *Karen S. Spiegel*

Name: **KAREN SPIEGEL**

Title: **CHAIR, BOARD OF SUPERVISORS**

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By:

Name:

Title:

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

* ASSUMES ALL RENTAL PAYMENTS AND ADDITIONAL PAYMENTS DUE ON AND PRIOR TO THAT DATE HAVE BEEN PAID.

FORM APPROVED COUNTY COUNSEL
 BY *[Signature]*
 KRISTINE BELL-VALDEZ DATE



**COUNTY OF RIVERSIDE, CA
500-3213563-000**

PAYMENT SCHEDULE

| PAYMENT NO. | PAYMENT DUE DATE | PAYMENT | INTEREST | PRINCIPAL | PRINCIPAL BALANCE | PURCHASE OPTION PRICE* |
|--------------------|------------------|--------------|----------|--------------|-------------------|------------------------|
| Commencement Date: | 09/30/2021 | | | | 4,014,485.92 | NC |
| 1 | 10/15/2021 | 200,000.00 | 0.00 | 200,000.00 | 3,814,485.92 | 3,814,485.92 |
| 2 | 07/15/2022 | 953,621.48 | 0.00 | 953,621.48 | 2,860,864.44 | 2,860,864.44 |
| 3 | 07/15/2023 | 953,621.48 | 0.00 | 953,621.48 | 1,907,242.96 | 1,907,242.96 |
| 4 | 07/15/2024 | 953,621.48 | 0.00 | 953,621.48 | 953,621.48 | 953,621.48 |
| 5 | 07/15/2025 | 953,621.48 | 0.00 | 953,621.48 | 0.00 | 0.00 |
| Grand Totals | | 4,014,485.92 | 0.00 | 4,014,485.92 | | |

The original purchase price of the Equipment is \$4,014,485.92. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration. For IRS purposes the breakdown of principal and pre-paid interest is reflected below

| PAYMENT NO. | PAYMENT DUE DATE | PAYMENT | INTEREST | PRINCIPAL |
|--------------|------------------|--------------|------------|--------------|
| 1 | 10/15/2021 | 200,000.00 | 3,450.75 | 196,549.25 |
| 2 | 07/15/2022 | 953,621.48 | 59,353.29 | 894,268.19 |
| 3 | 07/15/2023 | 953,621.48 | 59,828.32 | 893,793.16 |
| 4 | 07/15/2024 | 953,621.48 | 40,314.67 | 913,306.81 |
| 5 | 07/15/2025 | 953,621.48 | 20,375.00 | 933,246.48 |
| Grand Totals | | 4,014,485.92 | 183,322.03 | 3,831,163.89 |

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.



EQUIPMENT DESCRIPTION

CISCO EQUIPMENT TO BE MORE FULLY DESCRIBED ON THE PRESIDIO QUOTE NO. 2003221112780-02 DATED 8/19/21 ATTACHED HERETO AND A MADE A PART HEREOF TO LEASE SCHEDULE NO. 500-3213563-000 DATED SEPTEMBER 30, 2021.

PRESIDIO™

QUOTE: 2003221112780-02

DATE: 08/19/2021

PAGE: 1 of 4

TO: County of Riverside
Kimberly Cruz
3450 14th Street
Riverside, CA 92501

kicruz@rivco.org
(p) 951-955-6969

FROM: Presidio Networked Solutions Group, LLC
Megan Watkins
114 Pacifica
Suite 290
Irvine, CA 92618

mwatkins@presidio.com
(p) +1.480.719.2869

BILL TO: Riverside County IT
Accounts Payable
3450 14th Street
Riverside, CA 92501

rcit-acctspayable@rivco.org
(p) 951-955-5702

SHIP TO: Riverside County IT
Kimberly Cruz
3450 14th Street
Riverside, CA 92501

kicruz@rivco.org
(p) 951-955-6969

Customer#: RIVER032
Account Manager: Jeremy Curran
Inside Sales Rep: Megan Watkins
Title: Flex EA License and Support- RIVCO-2021-RFQ-0000308

Contract Vehicle: Usage-Based Services

| # | Part # | Description | List Price | Unit Price | Qty | Discount | Ext List Price | Ext Price |
|--|-------------------|---|------------|------------|---|---------------|-----------------|----------------|
| A-FLEX-CC | | Initial Term: 60 months | | | Billing Model: Prepaid | | | |
| | | Auto-Renewal Term: 12 months | | | Requested Start Date: 08/25/2021 | | | |
| 1 | A-FLEX-CC | Flex Contact Center | \$0.00 | \$0.00 | 1 | 0.00 % | \$0.00 | \$0.00 |
| Recurring Charges | | | | | | | | |
| 2 | SVS-FLEX-SUPT-BAS | Basic Support for Flex Plan | \$0.00 | \$0.00 | 1 Each for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 3 | A-FLEX-CJNSC | Webex Contact Center Standard Concurrent Agent | \$130.00 | \$84.50 | 40 for 60 months | 35.00 % | \$312,000.00 | \$202,800.00 |
| Credit Name: Cisco Contact Center Level 2 to Standard Credit Type: Recurring Credit Applicable at Renewal: Yes | | | | | | (\$810.98) | 1 for 60 months | (\$48,658.80) |
| Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No | | | | | | (\$2,153.02) | 1 for 6 months | (\$12,918.12) |
| 4 | A-FLEX-PJEPC | Flex CC On-Premises UCCE Premium Concurrent Agent | \$80.00 | \$41.40 | 125 Users for 60 months | 31.00 % | \$450,000.00 | \$310,500.00 |
| Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No | | | | | | (\$3,251.84) | 1 for 6 months | (\$19,511.04) |
| Credit Name: Cisco Contact Center Level 2 to Premium Credit Type: Recurring Credit Applicable at Renewal: Yes | | | | | | (\$1,320.66) | 1 for 60 months | (\$79,239.60) |
| 5 | A-FLEX-01-12.5-K9 | On-Premises UCCE Standard Media Kit v12.5 (includes 12.6) | \$0.00 | \$0.00 | 1 for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 6 | A-FLEX-06-12.5-K9 | VVB Security Enabled Media Kit v12.5 (includes 12.6) | \$0.00 | \$0.00 | 1 for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 7 | A-FLEX-PJESC | Flex CC On-Premises UCCE Standard Concurrent Agent | \$45.00 | \$31.05 | 500 Users for 60 months | 31.00 % | \$1,350,000.00 | \$931,500.00 |
| Credit Name: Cisco Contact Center Level 2 to Standard Credit Type: Recurring Credit Applicable at Renewal: Yes | | | | | | (\$3,509.03) | 1 for 60 months | (\$210,541.80) |
| Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No | | | | | | (\$10,210.97) | 1 for 6 months | (\$61,265.82) |

PRESIDIO™

QUOTE:

2003221112780-02

DATE:

08/19/2021

PAGE:

2 of 4

| | | | | | | | | | |
|---|----------------------|---|-----------------------|----------|---------------------------|-----------|------------------------------|-----------------|---------------------------|
| 8 | A-FLEX-PJECVP-12.5 | On-Prem UCCE CVP Port License v12.5 (includes 12.6) | \$0.00 | \$0.00 | 625 Ports for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 9 | A-FLEX-PJEPAGT12.5 | On-Premises UCCE Premium Agent License v12.5 (incl 12.6) | \$0.00 | \$0.00 | 125 for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 10 | A-FLEX-A-P-AGT-ENT | Flex CC Cloud Premium Agent Entitlement | \$0.00 | \$0.00 | 10 Users for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 11 | A-FLEX-A-S-AGT-ENT | Flex CC Cloud Standard Agent Entitlement | \$0.00 | \$0.00 | 40 Users for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 12 | A-FLEX-P-CC | On Prem to Webex Contact Center - Premises Ent | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 13 | A-FLEX-PJESAGT12.5 | On-Premises UCCE Standard Agent License v12.5 (incl 12.6) | \$0.00 | \$0.00 | 500 for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 14 | A-FLEX-CJIVR-ENT | WxCC Additional Cisco IVR Ports Entitlement | \$0.00 | \$0.00 | 1 Ports for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 15 | A-FLEX-J-AGT-RTU | On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU | \$0.00 | \$0.00 | 1 Each for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 16 | A-FLEX-02-12.5-K9 | On-Premises UCCE Premium Media Kit v12.5 (includes 12.6) | \$0.00 | \$0.00 | 1 for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 17 | A-FLEX-CVPRPT-12.5 | CVP Report Server License 12.5 (includes 12.6) | \$0.00 | \$0.00 | 8 for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 18 | A-FLEX-CJNPC | Webex Contact Center Premium Concurrent Agent | \$170.00 | \$110.50 | 10 for 60 months | 35.00 % | \$102,000.00 | \$66,300.00 | |
| Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No | | | | | | | (\$669.65) | 1 for 6 months | (\$4,017.90) |
| Credit Name: Cisco Contact Center Level 2 to Premium Credit Type: Recurring Credit Applicable at Renewal: Yes | | | | | | | (\$299.35) | 1 for 60 months | (\$17,961.00) |
| Total Recurring Charges: | | | | | | | | | \$1,056,985.92 |
| Usage Charges | | | | | | | | | |
| 19 | A-FLEX-CJNPC-O | Webex Contact Center Premium Concurrent Agent Overage | \$255.00 | \$165.75 | Per | 35.00 % | \$0.00 | \$0.00 | |
| 20 | A-FLEX-CJIVR-O | WxCC Additional IVR Ports Overage | \$90.00 | \$58.50 | Per Port | 35.00 % | \$0.00 | \$0.00 | |
| 21 | A-FLEX-CJNSC-O | Webex Contact Center Standard Concurrent Agent Overage | \$195.00 | \$126.75 | Per | 35.00 % | \$0.00 | \$0.00 | |
| Total Usage Charges: | | | | | | | | | Billed As Incurred |
| Total: | | | | | | | | | \$1,056,985.92 |
| A-FLEX-3 | Initial Term: | 60 months | Billing Model: | Prepaid | Auto-Renewal Term: | 12 months | Requested Start Date: | 08/25/2021 | |
| 22 | A-FLEX-3 | Collaboration Flex Plan 3.0 | \$0.00 | \$0.00 | 1 | 0.00 % | \$0.00 | \$0.00 | |
| Recurring Charges | | | | | | | | | |
| 23 | SVS-FLEX-SUPT-BAS | Basic Support for Flex Plan | \$0.00 | \$0.00 | 1 Each for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 24 | A-FLEX-EXP-PAK | Expressway Product Authorization Key (1) | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 | |
| 25 | A-FLEX-CCUCS-EA | Cloud Connected UC EA Standard ENT | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 | |

PRESIDIO

QUOTE: 2003221112780-02

DATE: 08/19/2021

PAGE: 3 of 4

| | | | | | | | | |
|--|--------------------|--|--------|--------|----------------------------|---------|-----------------------|--------------------------------|
| 26 | A-FLEX-P-UCXN11 | Unity Connection v11 License (1) | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 27 | A-FLEX-EXP-RMS | Expressway Rich Media Session (1) | \$0.00 | \$0.00 | 2600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 28 | A-FLEX-UCM-PAK | UCM Product Authorization Key (1) | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 29 | A-FLEX-P-PLMENC-K9 | Unified Communications Manager Encryption License (1) | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 30 | A-FLEX-FILESTG-ENT | File Storage Entitlement | \$0.00 | \$0.00 | 312000 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 31 | A-FLEX-SRST-E | SRST Endpoints (1) | \$0.00 | \$0.00 | 26000 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 32 | A-FLEX-C-DEV-ENT | Cloud Device Registration Entitlement | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 33 | A-FLEX-MSG-ENT | Messaging Entitlement | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 34 | A-FLEX-P-CA-11X | Common Area v11 License (1) | \$0.00 | \$0.00 | 6500 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 35 | A-FLEX-SW-11.5-K9 | On-Premises & Partner Hosted Calling SW Bundle v11.5 (1) | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 36 | A-FLEX-P-ACC-11X | Access v11 License (1) | \$0.00 | \$0.00 | 2600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 37 | A-FLEX-P-ER-11 | Emergency Responder v11 License (1) | \$0.00 | \$0.00 | 39000 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 38 | A-FLEX-SME11 | Session Manager v11 (1) | \$0.00 | \$0.00 | 1 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 39 | A-FLEX-EAPL | EntW On-Premises Calling | \$7.50 | \$4.43 | 13000 Each for 60 months | 41.00 % | \$5,850,000.00 | \$3,455,400.00 |
| Credit Name: Time Bound SWSS Residual Calling - Flex 3 Credit Type: Timebound Credit Applicable at Renewal: No | | | | | | | (\$49,790.00) | 1 for 10 months (\$497,900.00) |
| 40 | A-FLEX-P-UCM11 | Unified Communications Manager v11 License (1) | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| 41 | A-FLEX-PROPACK-ENT | Pro Pack for Cisco Control Hub Entitlement | \$0.00 | \$0.00 | 15600 Users for 60 months | 0.00 % | \$0.00 | \$0.00 |
| Total Recurring Charges: | | | | | | | \$2,957,500.00 | |
| Total: | | | | | | | \$2,957,500.00 | |

| | | |
|--------------------------|--|-----------------------|
| Total List Price: | | \$8,064,000.00 |
| Sub Total: | | \$4,014,485.92 |
| Grand Total: | | \$4,014,485.92 |

TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions. Notwithstanding the foregoing, for usage-based services (Usage-Based Services) (i.e. Cisco-provided WebEx or Software as a Service (SaaS) services), the Master Agreement, or following terms and conditions as applicable, and the Cisco terms and conditions for use located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

- Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment. Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement. Cisco WebEx and SaaS Services. Notwithstanding anything else contained herein or in the Master Agreement, in the event of a conflict between the terms governing payment for Usage Based Services below and the Master Agreement, the terms below shall prevail. For Usage-Based services purchased by CLIENT, Presidio shall invoice CLIENT once a month. The invoice for Usage-Based services will vary from month to month based upon CLIENT's usage and shall include all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT'S delinquent or non-payment. Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendar day period. Presidio shall address the issue before subsequent work is undertaken.
- Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
- Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
- Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
- Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
- Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
- Usage-Based Services. Term and Termination of Orders.** The "Initial Term" of an order for Usage-Based Services ("Order") starts on the date the Usage-Based Services are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law or unless the Order states otherwise, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew the Usage-Based Services at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term. Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice.
- Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
- Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
- Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

EXHIBIT A-1
(To Lease Schedule No. 500-3213563-000)

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. 3162133 dated as of **October 8, 2015** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. 500-3213563-000 dated as of **SEPTEMBER 30, 2021** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
 - (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

| |
|---|
| COUNTY OF RIVERSIDE, CA as Lessee |
| By: <i>Karen S. Spiegel</i> |
| Name: KAREN SPIEGEL |
| Title: CHAIR, BOARD OF SUPERVISORS |

FORM APPROVED COUNTY COUNSEL
BY *Kristine Bell-Valdez*
KRISTINE BELL-VALDEZ DATE

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

EXHIBIT C
Opinion of Lessee's Counsel



OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

September 17, 2021

BANC OF AMERICA PUBLIC CAPITAL CORP
110 N. Wacker Dr.
11th Floor
Chicago, Illinois 60606

Re: Master Equipment Lease/Purchase Agreement No. 3162133 dated as of October 8, 2015 and Lease Schedules thereto.

Ladies and Gentlemen:

As counsel for the COUNTY OF RIVERSIDE, CA ("Lessee"), I have examined the Master Equipment Lease- Purchase Agreement No. 3162133 duly executed by Lessee dated as of October 8, 2015 (the "Master Lease") which has been incorporated by reference into Lease Schedule No. 500-3213563-000 dated as of SEPTEMBER 30, 2021 ("Lease Schedule No. 500-3213563-000"), each between Lessee and BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor ("Lessor"), the form of the Certificate of Acceptance (the "Certificate of Acceptance") attached to Lease Schedule No. 500-3213563-000 and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. 500-3213563-000, the Certificate of Acceptance and all additional equipment schedules related payment schedules relating to the additional equipment schedule to be entered into pursuant to the Master Lease (each of which is herein referred to as an "Additional Lease Schedule") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. 500-3213563-000. The Master Lease, Lease Schedule No. 500-3213563- 000, and the related Certificate of Acceptance are herein collectively referred to as the "Lease." The Master Lease, any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "Additional Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of CALIFORNIA with full power and authority to enter into the Master Lease, Lease Schedule No. 500-3213563-000, the Certificate of Acceptance and each Additional Lease Schedule.

EXHIBIT C
Opinion of Lessee's Counsel

2. The Master Lease, Lease Schedule No. 500-3213563-000, and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. 500-3213563-000, constitute and, each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. 500-3213563-000 or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. 500-3213563-000 or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. 500-3213563-000, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
8. Lessee's name indicated above is its true, correct, and complete legal name.
9. The entering into and performance of the Master Lease, Lease Schedule No. 500-3213563-000 and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. 500-3213563-000 and each Additional Lease Schedule

EXHIBIT C
Opinion of Lessee's Counsel

will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Agreement, provided that we understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Sincerely,

GREGORY P. PRIAMOS
County Counsel



KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel



EXHIBIT A-5
(To Lease Schedule No. 500-3213563-000)

TO BE TYPED ON LESSEE'S LETTERHEAD

[Date]

BANC OF AMERICA PUBLIC CAPITAL CORP
110 N. Wacker Dr.
11th Floor
Chicago, Illinois 60606

Re: Master Equipment Lease/Purchase Agreement No. 3162133 dated as of **October 8, 2015** and Lease Schedule No. 500-3213563-000 dated as of **SEPTEMBER 30, 2021**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee - Essential Use of Equipment.

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. 500-3213563-000 is essential to the governmental functions of **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

| |
|--------------------------------------|
| COUNTY OF RIVERSIDE, CA as Lessee |
| By: <i>Karen S. Spiegel</i> |
| Name: KAREN SPIEGEL |
| Title: CHAIR, BOARD OF SUPERVISORS |

FORM APPROVED COUNTY COUNSEL
BY *Kristine Bell-Valdez* DATE

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

EXHIBIT A-8
(To Lease Schedule No. **500-3213563-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO
THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT D.]

EXHIBIT D
FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF **COUNTY OF RIVERSIDE, CA**, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** DATED **OCTOBER 8, 2015** AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, **COUNTY OF RIVERSIDE, CA** (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of **CALIFORNIA**, is authorized by the laws of the State of **CALIFORNIA** to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement No. **3162133** (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with **BANC OF AMERICA PUBLIC CAPITAL CORP** (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1.Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2.Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule.

Section 3.No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the

Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.

[Use this section if municipality intends to reimburse expenditures paid prior to funding]

[Section 5. Lessee reasonably expects to reimburse the following original expenditure(s) with the proceeds of a tax-exempt financing:

| <u>AMOUNT</u> | <u>DESCRIPTION</u> | <u>PAYEE</u> |
|---------------|--------------------|--------------|
|---------------|--------------------|--------------|

The project to which the original expenditure(s) relates can be generally described as _____ [general description of the project]. The original expenditure(s) will be made from Lessee's general operating account. The maximum principal amount of the obligations expected to be issued for the project is \$_____ [dollar amount of project]. This resolution is being entered into on or before, or not later than 60 days after, the date on which the original expenditure(s) to be reimbursed will or have been paid. This resolution is intended to be a declaration of official intent within the meaning of Treasury Regulations Section 1.150-2.]

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____, 20____.

COUNTY OF RIVERSIDE, CA

as lessee

[SEAL]

By: Karen S. Spiegel

Printed Name: KAREN SPIEGEL

Title: CHAIR, BOARD OF SUPERVISORS

ATTEST:

By: Priscilla Rasso

Printed: Priscilla Rasso

Title: Board Assistant

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez
DATE _____

AGREEMENT #ITARC-SOFTWAR-00003507
for
Cisco Flex Enterprise Agreement (EA) License and Support Renewal
between
COUNTY OF RIVERSIDE
and
Presidio Networked Solutions Group, LLC

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Presidio Networked Solutions Group, LLC, a Delaware limited liability company authorized to conduct business in the State of California (herein referred to as "RESELLER") of Cisco Flex Enterprise Agreement (EA) License and Support Renewal, effective upon signature by both parties, based on RESELLER's response to (RFQ # RIVCO-2021-RFQ-0000308) for Cisco Flex Enterprise Agreement (EA) License and Support Renewal. The parties agree as follows:

1. Purchase of Cisco Flex Enterprise Agreement (EA) License and Support Renewal will be through the RESELLER. Terms and conditions between the COUNTY and the Manufacturer of the products are governed by Cisco End User Information Form "EUIF" and Enterprise Agreement "EA" General Terms and Conditions.
2. This Agreement shall be effective upon signature by both parties and continues in effect through July 15, 2026, unless terminated earlier.

3. Compensation

The LENDER "Banc of America Public Capital Corp Cisco Program" shall pay the RESELLER for the products/services provided, Cisco Flex Enterprise Agreement (EA) License and Support Renewal, incurred in accordance with the terms of the Lease Schedule provided by Banc of America Public Capital Corp Cisco Program. 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.

4. Hold Harmless/Indemnification:

4.1 RESELLER 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, or acts or omissions, of RESELLER, its officers, employees, subcontractor, 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. RESELLER shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER 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 RESELLER indemnification to Indemnitees as set forth herein.

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

5. Termination:

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

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for RESELLER default, if RESELLER 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 RESELLER 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 RESELLER; or in the event of RESELLER unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

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

7. 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:

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

Presidio Networked Solutions Group LLC
Attn: Kim Dukes, Director of Sales Operations
7701 Las Colinas Ridge, #600
Irving, TX 75063

8. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER 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 RESELLER has employees as defined by the State of California, the RESELLER 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 RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. 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 RESELLER 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 Country's Risk Manager, RESELLER'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) RESELLER shall cause RESELLER'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. RESELLER 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 RESELLER'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 RESELLER has become inadequate.
- 6) RESELLER 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) RESELLER 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.

9. General:

9.1 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.

9.2 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.

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

- a. Exhibit A: Presidio Networked Solutions Group, LLC Quote
- b. Exhibit B: Presidio Networked Solutions Group, LLC Scope of Work (SOW)
- c. Attachment 1: Cisco End User Information Form (EUIF) and Enterprise Agreement (EA) for the Cisco Flex Enterprise Agreement (EA) License and Support Renewal

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party

using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

Presidio Networked Solutions Group, LLC, a Delaware limited liability company, authorized to conduct business in the State of California

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

By: _____
Kim Dukes
Director of Sales Operations

Dated: OCT 05 2021

Dated: _____

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated: 9/16/2021

PRESIDIO®

Future. Built.

**MANAGED SERVICES CONTRACT
CLOUD REACTIVE SERVICES
RIVERSIDE COUNTY**

September 8, 2021

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

OCT 05 2021

3.13

REVISION HISTORY

| Revision | Revision Date | Name | Notes |
|-----------------|----------------------|---------------|--|
| 1.0 | 09-08-2021 | Richard Smith | Initial Proposal for Cloud Reactive Services |

Notices: © 2021 Presidio. All Rights Reserved. This document and its contents are the confidential and proprietary intellectual property of PRESIDIO and may not be duplicated, redistributed, or displayed to any third party without the express written consent of PRESIDIO.

Other product and company names mentioned herein may be the trademarks of their respective owners.

TABLE OF CONTENTS

1. SERVICE SUMMARY 4

2. SERVICE DELIVERY CENTER 5

3. CLIENT PORTAL & STANDARD REPORTS 9

4. CHANGE MANAGEMENT 10

5. VENDOR MANAGEMENT 11

6. SERVICE DELIVERY MANAGEMENT 12

7. SERVICE TRANSITION MANAGEMENT 13

8. CLIENT RESPONSIBILITIES 15

9. PRICING & CONTRACT TERM 17

10. COVERED EQUIPMENT LIST 19

MASTER MANAGED SERVICES AGREEMENT 20

APPENDIX A: ENTERPRISE CONTACT CENTER OPERATION 25

GENERAL DEFINITIONS 29

1. SERVICE SUMMARY

This Managed Services Contract is designed to provide a thorough understanding of Managed Services activities and deliverables. The main body of this proposal outlines the service deliverables for Presidio Managed Services. The Service Appendices provide details on Client-selected services, including any custom offerings.

Reactive is built on the Presidio Managed Services Delivery Framework, which combines industry-leading technologies, proven processes, and highly certified personnel. The service includes all integrated Service Elements identified in the table below.

Service Elements drive the level of service for each of the Presidio Managed Services offerings and are defined in the sections that follow. Details for the specific service deliverables are outlined in the Service Appendices. Your Managed Services Support Solution will include the following:

Service Elements

| Reactive Service |
|--|
| <ul style="list-style-type: none">• Service Delivery Center• Client Portal• Standard Reports |

2. SERVICE DELIVERY CENTER

The Service Delivery Center (SDC) is the central point-of-contact to Presidio Managed Services for daily support activity and is also generally referred to as the Network Operations Center (NOC). It is the main point of contact for reporting incidents (disruptions or potential disruptions in service availability and/or quality) and for Clients making service requests (routine requests for services). Presidio's Service Delivery Center team is staffed 24 hours a day, 7 days a week, 365 days a year in three primary locations including Orlando, FL, Lewisville, TX and Hauppauge, NY.

The SDC will deliver Tier 1 through Tier 3 technical support using Presidio's Information Technology Infrastructure Library (ITIL)-based processes. Presidio defines technical support levels as follows:

Tier 1: Technician Support

The Service Delivery Technician (Tier 1) is responsible for effective Client service support using workflow and incident management tools. Tier 1 technicians follow Presidio's standard ITIL-based processes, as well as specific Client processes as defined by Service Delivery Management. Technicians utilize our incident management system to manage the incident queue for resolution or follow up, interface with Tier 2 engineering for advanced engineering support as needed and maintain Client communication during escalations. Initial support for basic Client issues is supported at Tier 1.

Tier 2: Engineering Support

The Service Delivery Engineer (Tier 2) is responsible for effective Client service using advanced engineering skills. Tier 2 engineers use defined ITIL-based processes for effective Incident and Change Management. In addition, the engineer interfaces with vendor support engineering or Presidio Professional Services to provide timely resolution.

Tier 3: Advanced Technical Support

Tier 3 is the highest level of support in a three-tiered technical support model responsible for handling the most difficult or advanced incidents and overseeing problem management for Clients.

The Client may communicate incidents to the Service Delivery Center using the following methods (in addition to auto-generated incidents):

- Telephone (P1 Incidents must be opened via a call into the SDC)
- Opening a ticket on the Client Portal (defaults to a Priority 4 incident)
- Email (defaults to a Priority 4 incident)

Client personnel contacting the Presidio SDC must be authorized to do so as defined in the Capture Template. The Capture Template is a set of defined procedures developed during the Service Transition Management process for maintaining the everyday operation of the Client environment. The SDC cannot respond to support requests from non-authorized personnel and will not engage with the Client through indirect methods for incident notification. Client personnel authorized to contact the SDC must be qualified to interact on a technical basis at a level required to support efforts by Managed Services.

Once an incident has been opened, an email notification will be sent to the caller and all contacts subscribed to receive notifications that match the conditions of the incident.

2.1. Incident Management

Presidio will perform the following during the management of incidents identified by direct Client notification:

- Event logging and management
- Group related relevant events into a single incident to reduce notifications (parent/child incident correlation)
- Prioritize incidents based on impact and urgency
- Notify Client of the incident within the notification service level
- Restore Service
 - Take complete ownership of service restoration or remotely assist onsite personnel as needed to facilitate service restoration.
 - Remotely facilitate hardware replacement and software updates determined to be required by Presidio.
 - ~~Interact with third party support providers (e.g., Cisco Technical Assistance Center [TAC]). This requires a Client signed Letter of Agency (LOA) processed during the Service Transition Management phase.~~

2.1.1. Incident Prioritization Classification and Prioritization

Incidents need proper classification and prioritization. Classification and prioritization are described as follows:

- Classification - Determined by choosing the correct service offering, category and subcategory as it pertains to the incident.
- Prioritization - Assigning impact and urgency calculates the appropriate priority.

2.1.2. Determining Classification and Prioritization

Based on the information placed in the incident during its creation, the incident is reviewed, and the correct classification, urgency and impact are selected.

Priority is based on the combined Impact and Urgency assignments, reflecting the level of adverse impact to the Client systems.

2.1.3. Impact Definition

Impact refers to the business impact of the system impacted. The initial impact is pre-defined based on the type of Client request.

There are three categories of impact:

1. **High:** Incident affecting an entire site or multiple sites.
2. **Medium:** Incident affecting multiple users.
3. **Low:** Incident affecting one or few users.

2.1.4. Urgency Definition

Urgency is the extent to which the incident's resolution can bear delay. The initial urgency is pre-defined from the type of Client request.

Presidio Incident and Problem urgency and corresponding priority levels are defined as follows:

1. **High:** Full-service outage of a critical system or VIP is affected, requires urgent response.
2. **Medium:** Client's ability to function is partially impacted, requires the SDC to respond as soon as possible.
3. **Low:** No impact on the Client's ability to function; is more informational in nature and a response is not critical.

Presidio retains the case priority even if there is a reduced severity of impact until incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The incident shall be closed by Presidio or Client upon validation of issue remediation and the CI's return to operational stability.

Complete detail for open and closed tickets resides on the Client Portal and is used to support incident management and problem management processes.

2.1.5. Incident Escalation

Incidents are escalated according to a defined process. At any point in the incident management process, the Client may request escalation via the Presidio SDC Supervisor to address concerns about the handling of the incident. If service restoration requires activities by a third-party provider, Presidio initiates and manages the process.

For a High Severity (P1 or P2), Clients are asked to call Presidio Managed Services. The SDC will initiate a live handoff to an engineer. If further escalation of an existing ticket or after business hours escalation is required, the Client should request to speak to the SDC Supervisor or Manager. The Client is provided with a list of five escalation levels in case needed, including the SDC Supervisor at Level 1.

Upon resolution, the Client is notified the incident is resolved and provided with the opportunity to verify services have been restored satisfactorily. Following incident resolution and Client notification, the incident is closed by Presidio. Reports regarding incident management are available on the Client Portal.

2.2. Service Level Objectives

Service Level Objectives (SLO) are specifically aligned to incident priorities and response times for service requests. Presidio categorizes each issue by priority reflecting the level of adverse impact to Client systems. Priority provides a reasonable and accurate reflection of the number and complexity and business impact of systems affected. Clients have the ability to set or change the priority level of an incident at any time, based on the impact to their specific business.

Priority Levels

| Level | Description |
|-----------------|---|
| ● P1 / Critical | Systems at one or many Client sites are completely unavailable. Affected systems cause significant business impact. |
| ● P2 / High | Systems at one or many Client sites are partially unavailable. Affected systems cause some business impact. |
| ● P3 / Medium | Operational performance of Client sites is impaired while most business operations remain functional. |
| ● P4 / Low | Client is requesting information or a logical change that is covered under their service agreement. |

Service Level Objectives

| Service Level Objective | P1 | P2 | P3 | P4 |
|--|--------------------|--------------------|-----------------|---------------|
| Acknowledgement Response Time* The amount of elapsed time between Client initiation of an issue, or the time Presidio Managed Services (MS) detects a fault, and the time Presidio MS creates an incident report and notifies Client via e-mail that an incident has been created. | 15 minutes >95% | 30 minutes >90% | 4 hours >80% | 8 hours NA |
| First Access Response Time The amount of elapsed time between Client initiation of an issue, or the time Presidio MS detects a fault, and the time an assigned Presidio MS technician connects to the system, or otherwise contacts Client, and begins remote diagnosis and troubleshooting. | 30 minutes >95% | 1 hour >90% | 8 hours >80% | 3 days NA |

* Requires customer user subscription to notifications.

Acknowledgement Response Time achievement percentage is calculated as follows:

Total Incidents acknowledged within Service Level Target / Total Incidents (for each priority).

First Access Response Time achievement percentage is calculated as follows:

Total Incidents within First Access Response Time Service Level Target / Total Incidents (for each priority).

3. CLIENT PORTAL & STANDARD REPORTS

Presidio Managed Services includes a Web-based Management Portal. The Client Portal is remotely accessible by Clients and provides access to key information and services with respect to their managed services. Capability includes:

- Facilitating communication with the Presidio Service Desk, including request management.
- Viewing progress of service activities and the level of service being delivered.
- Viewing, creating and updating incident tickets and change requests.
- Viewing the status of CIs under contract.

Instructions to access and navigate the portal are provided in the remote training session during Service Transition.

4. CHANGE MANAGEMENT

Change Management ensures that changes to managed CIs are evaluated, coordinated and communicated to all impacted parties to minimize adverse impact on the Client Production environment.

Changes fall into three categories:

1. Standard Changes
2. Normal Changes
3. Emergency Changes

4.1. Standard Changes

A Standard Change is a change to a service or infrastructure for which the approach is pre-authorized by Change Management and that has an accepted and established procedure to provide a specific change requirement. Standard Changes do not require authorization from Technical, Customer or Change Management Approvers prior to implementation. Standard Changes have low to no risk and have no impact to the Production environment when performed. Standard Changes should not have outages associated with them. There is no designated Lead Time for Standard Changes.

4.2. Normal Changes

A Normal Change is a change to a service or infrastructure planned and implemented within designated Lead Times. They follow the Normal Change process defined in the Change Management Policy. Normal Changes require authorization from the Technical Approver (designated by who is performing the implementation), Customer Approver and Change Manager Approver. Normal Changes require fully detailed implementation plans, back out plans, test plans and justification for performing the change.

The Lead Time for a Normal Change is 2 days (48 hours) from the time the Change Request is submitted until the time it can be implemented. This allows time for the Change Request to be reviewed and approved by all appropriate parties. It also allows time for Presidio Managed Services to properly assign resources to the Change Request.

If a Normal Change is required to be processed sooner than the 2 day lead time, it is flagged as Expedited. All requests for Expedited Normal Changes require a valid business related justification.

4.3. Emergency Changes

An Emergency Change is a change to a service or infrastructure that requires implementation as soon as possible due to a critical issue or service or infrastructure outage. Emergency Changes must be related to a Priority 1 (P1) or Priority 2 (P2) incident or request and may be logged after the P1 or P2 is resolved.

If an Emergency Change is logged after the resolution of a P1 or P2, it must be logged within 24 hours of the Incident, Request, or Problem Resolution. Approval of an after the fact Emergency Change is a validation that the Emergency Change was required at the time it was performed. Emergency Changes are approved by the Emergency Change Advisory Board. There is no designated Lead Time for Emergency Changes.

5. VENDOR MANAGEMENT

Presidio provides operational coordination of incident resolution involving products supported by third-party vendors as specified in the device list of this contract. Presidio support requires the Client to provide necessary account, contract and support information at the time of on-boarding. Support information includes, but is not limited to, vendor support hours of operation, contact numbers, escalation contacts and any applicable SLAs.

For incidents involving third-party vendors, Presidio can only commit to SLA attainment consistent with the Client's service level agreements with the vendor and is dependent on vendor resource availability. For incident management involving third-party vendors, Presidio will open tickets with the vendor and manage the case throughout the incident resolution process.

6. SERVICE DELIVERY MANAGEMENT

NOC Service Delivery will manage client satisfaction in the delivery of IT services and provide client escalation within Presidio's NOC management team. The following are standard responsibilities:

- Manage Customer satisfaction
- Maintain active communication and coordinate with the client and other internal/external groups as needed for effective incident handling and change requests
- Maintain configuration management database, support documentation and any agreed upon special procedures

7. SERVICE TRANSITION MANAGEMENT

Service Transition Management is a phased process in which Presidio implements Managed Services. It includes uploading information into the Service Management System. This consists of all steps required to activate and onboard Managed Services.

7.1. Kickoff Meeting

Presidio assigns a Project Manager (PM) to act as a single point-of-contact during the Service Transition Management phase. The external Kickoff Meeting indicates the initiation of the kickoff phase and is typically conducted via web or voice conferencing. The Kickoff Phase, as well as all remaining phases within Service Transition Management, is typically facilitated by the PM in collaboration with a Presidio Engineer.

This Service Transition Management phase includes the following activities:

- Coordinating, scheduling, and executing the Kickoff Meeting.
- Reviewing deliverables included in this Managed Service Contract.
- Reviewing services purchased per the signed Statement of Work.
- Aligning Presidio and Client on all major activities, risks, and milestones during Service Transition Management phase.
- Reviewing and scheduling a timeline for completing the Capture Template and covered equipment list (CEL).

7.2. Capture Template

Reviewing the Capture Template components and key information is critical to success for Service Transition Management. Contained in the Capture Template is the CEL, which identifies Managed CIs. The PM develops a Project Plan for subsequent steps with distribution to project contacts. The Client is responsible for providing the information included in the Capture Template, which is provided as part of Service Transition process.

7.3. Remote Training Session

The PM will schedule remote training sessions as necessary. These sessions are conducted via WebEx provided by Presidio.

The objectives of the training session are reviews of:

- Services to be delivered.
- Service documentation.
- Presidio and Client responsibilities during the service delivery process.
- Processes for obtaining service.
- Service escalation process.
- Client Portal overview.
- Change management process.

7.4. Start of Service (SOS)

The SOS milestone begins the Service Term and is contingent on the timely completion of all activities as identified in the Capture Template project schedule. Presidio works with the Client to meet the Start Date milestone and validate that the Service Transition Management phase is complete before Managed Services commences. Notification/Escalation and Event Management does not occur until a detailed operations handover has been performed, all required documentation and procedures are put in place. At the agreed-upon start date, the PM and the Client execute a Certificate of Acceptance, concluding the Service Transition Management phase, and the Service Delivery phase commences.

8. CLIENT RESPONSIBILITIES

8.1. Training

The Client shall provide training coordination support, including identifying trainees and trainee contact information.

8.2. Transition Management

To ensure Presidio's ability to provide services for Managed CIs, Presidio requires the Client to:

- Assign a Project Manager or equivalent to represent the Client during the Service Transition Management phase.
- Assign a Technical Lead or equivalent to assist Presidio with establishing the network access required for Managed Services.
- The Client Project Manager and Technical Lead must attend the Project Kickoff Meeting and training sessions.

8.3. Capture Template

Utilizing the required information provided by the client, Presidio will complete the Capture Template, which provides the key information critical to success for the Service Transition Management phase. The Capture Template provides information, such as:

- Detailed CI inventory information.
- Definition of Client-specific support policies including:
 - Points of contact and profile data
 - Change management procedures
 - Notification policy
 - Escalation policy
- Manufacturer maintenance and support contract information and contract number (e.g., Cisco SMARTnet).
- Provide as-built documentation including detailed design, network implementation plan(s), site survey(s), and bill of materials (if available).

8.4. Service Connectivity and Network Access

The Client is required to provide Read and Write management access to Managed CIs as defined by the Capture Template. Access must be implemented in a timely manner in accordance to the Capture Template.

The Client will maintain manufacturer maintenance and support contracts covering hardware and/or software as may be applicable on all Managed CIs for the duration of the Managed Services contract. Client must provide support contract details, LOA and all other Client documentation and authorization required to facilitate incident resolution.

If the Client elects not to maintain such coverage, Presidio provides reasonable business effort only and may not have access to necessary manufacturer resources, such as support and software updates to facilitate repair.

In cases of special support arrangements; e.g., Client stocking their own spares (self-insuring), Client acquiring manufacturer support on a Time and Materials (T&M) basis, or instances of no manufacturer maintenance and support, the Client must provide a sparing strategy for replacement of devices, and the replacement and recovery of device functionality is the sole responsibility of the Client.

8.5. Communication Management


Presidio has a co-management approach to Managed Services, allowing the Client and other Client-approved vendors to retain access to Managed CIs. Because multiple parties can make changes to the environment, Presidio requires anyone with access to the Client's environment to follow a consistent and documented Change Management process. This process is reviewed and agreed-upon prior to completion of the Service Transition Management phase.

The Client will:

- Notify Presidio in advance if scheduled or unscheduled maintenance of Client's Managed CIs will impact the:
 - Proper operation or network connectivity of Managed CIs.
- Maintain responsibility for informing Presidio of Client employee status changes.
- Provide and maintain a list of Client employees authorized to request changes.
- Provide and maintain an escalation path within the Client's employee base.

9. PRICING & CONTRACT TERM

A Pricing Summary for this contract is provided below. Recurring fees begin on the Start of Service (SOS) date and remain fixed unless an Addendum is approved by the Client and Presidio. Changes in the Covered Equipment List (CEL) result in a change in the recurring pricing. Any net change in the device list results in a prorated change to the cost structure and is reflected in the subsequent invoice. Pricing included in this Agreement is valid for 30 days from the date issued.

| Coverage Period | | | |
|--|--|---------------------------|--------------------------|
| Term | 5 Year, 0 Months | Estimated Coverage Period | Start: TBD End: TBD |
| Billing Frequency | | Amount (\$) per Period | |
| Monthly | | \$500.00 | |
| Base Managed Services | | Base Annual Service Fee | |
|  Collaboration Services | | \$6,000.00 | |
| Subtotal | | \$6,000.00 | |
| Non-Recurring Fees | | | |
| Service Transition Management | <i>(billed upon execution of contract)</i> | \$2,000.00 | |
| Subtotal | | \$2,000.00 | |
| Total Fees | | | |
| Year 1 | | \$8,000.00 | |
| Year 2 | | \$6,000.00 | |
| Year 3 | | \$6,000.00 | |
| Year 4 | | \$6,000.00 | |
| Year 5 | | \$6,000.00 | |
| Total Contract | | \$32,000.00 | |
| Internal Presidio Funding – Jeremy Curran Account Manager | | (\$32,000.00) | |
| Net Cost to Customer for 5 Year Contract | | \$0.00 | |

9.1. Statement of Work Term

The term of this Statement of Work (SOW) ("Term") shall commence on the Actual Coverage Period Start of Service date ("Effective Date") and continue in effect until the end of term as noted in the above table. This SOW is non-cancelable. In the event of an early termination of this SOW for breach, Presidio shall be entitled, without limiting its other remedies under this SOW, at law or equity, to recover any remaining unpaid Service Transition and Installation

Fees, along with the remaining cost of any hardware, software, licenses, volume-based subscription or subscriptions for agents purchased by Presidio to provide services described within this contract.

The Term of this SOW will automatically renew for additional one (1)-year periods unless Client terminates the SOW by providing at least 30 days' written notice before the then-current Term expiration date.

10. COVERED EQUIPMENT LIST

Management of the following devices is included in the scope of this proposal:

| Description | Quantity |
|--|-----------------|
| WebEx Contact Center Services – Cloud Reactive | Agents: 50 |

All end-of-life/end-of-support equipment is supported on a business reasonable-effort basis.

MASTER MANAGED SERVICES AGREEMENT

This Master Managed Services Agreement ("Agreement") is effective as of the date last signed below, and is made by and between Presidio Networked Solutions LLC, with principal offices at One Penn Plaza, Suite 2832, New York, NY 10119 ("Presidio") and the client named below, on behalf of client and its affiliates ("Client"). In consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Client Information

| | | | |
|------------------|------------------|--------------|--|
| Client Company: | Riverside County | POC: | |
| Billing Address: | | POC Phone #: | |
| | | POC E-mail: | |

2. Scope; Coverage Period and Fees

Presidio shall provide the services ("Services") as defined in each attached Statement of Work (each, an "SOW") and the associated Service Appendix, with respect to the software ("Software") and/or related hardware ("Hardware") (collectively, the "Equipment") referenced in the Covered Equipment List ("CEL"), and subject to Presidio's acceptance of such Equipment as eligible for Services coverage pursuant to Section 5 below. The Equipment covered by this Agreement includes only the items on the CEL. The Start of Service ("SOS") date will be specified in the SOW, provided that for service management offerings, including Presidio Support Services ("PSS") for Cisco and other vendors, the SOS begins on the date that Presidio submits a purchase order to its vendor for the underlying support contract. A PSS agreement is independent from other Presidio Managed Services, and does not necessarily co-terminate with other managed services agreements.

3. Billing

Immediately upon (or prior to) execution of each SOW, Client shall issue a purchase order to Presidio for the Services requested therein. Presidio will have the right to withhold performance of the Services until such time as a purchase order, issued in conformance with this Agreement, is provided by Client. Presidio will reference the purchase order number on all invoices submitted to Client. Any preprinted terms and conditions on Client's purchase order (or other forms) which are in addition to or in conflict with this Agreement shall be null and void, even if purportedly acknowledged in writing by Presidio. Presidio will bill Client as specified in each SOW. Unless otherwise specified in an SOW, recurring Services will begin billing on the earlier of: (a) forty-five (45) business days from full execution of the SOW, or (b) the SOS, as determined by Presidio and communicated to Client. Service transition management fees, as specified in the SOW, shall be billed upon full execution of this Agreement and the applicable SOW. Client shall be invoiced thirty (30) days in advance of the current Service period. Cisco Partner Shared Support(PSS) offerings will be billed in advance for the duration of that agreement, for all years of the agreement. All invoices issued under this Agreement are due thirty (30) days from the date received by Client. All past due amounts shall bear interest at the rate of one percent (1.0%) per month or, if less, the maximum permissible rate under applicable law. In addition to the charges due for the Services or otherwise hereunder, Client shall pay or reimburse Presidio for any taxes, duties, fees and/or charges resulting from Presidio's performance of this Agreement which are levied by any taxing or other governing authority, except for taxes based upon Presidio's net income. Quotes provided by Presidio are valid for 30 days from the date issued.

4. Additional Services and Fees

The parties recognize that from time to time, Client may request maintenance and support or other Presidio services that fall outside the scope of this Agreement. The parties will discuss any requested out-of-scope services and negotiate the terms therefor in good faith. Services specifically considered outside the scope of this Agreement include, without limitation, the following: (a) correction of errors not attributable to Presidio or the manufacturer; (b) electrical work external to the Equipment; (c) installation, de-installation, reinstallation, or relocation; (d) supplies, accessories, or attachments; (e) "no fault found" (problem with equipment not provided by Presidio and/or not covered under this Agreement); and (f) MACD volumes or other managed services in excess of the terms per the Statement of Work and associated appendices. Additionally, material services requiring more than 2 hours will be treated as billable engagements. The threshold for services considered to be "material" is based on the time required for resolution. Client will be notified before billable work is performed, and such work will not begin until authorized by Client.

5. Equipment Configuration

Prior to the SOS, the Equipment configuration will be verified by Presidio. If the configuration cannot be verified via remote access, an on-site audit may be performed at Presidio's discretion and as agreed by Client. Client shall

bear the reasonable expenses of the on-site audit, which shall be billable at Presidio's standard rates. Should this verification process indicate a change from the original configuration identified by Client, the Services Fees will be modified accordingly. Thereafter the Equipment will be reviewed ninety (90) days prior to the start of each coverage year to verify its configuration. Should the review indicate a change from the original Agreement configuration, the Services Fees will be modified accordingly. Presidio will advise Client of any condition which would render the Equipment ineligible for the Services hereunder. Client shall be responsible for correcting, at its expense, any such condition prior to or during the term of Presidio Services being provided.

6. Term

The initial term of this Master Managed Services Agreement ("Term") shall be three (3) years from the effective date. The Term of this Master Managed Services Agreement will automatically renew for additional one (1) year periods unless Client terminates the Agreement by giving prior written notice to Presidio (as specified in Section 8, below) at least sixty (60) days before the then-current Term expiration date. Notwithstanding anything to the contrary, any such notice of non-renewal shall not take effect, and this Agreement shall remain in force, until the end of the term of any and all outstanding SOWs. **The term of Services under each SOW shall be as specified therein.**

7. Client Responsibilities

Subject to reasonable confidentiality/security obligations as accepted by Presidio in writing, Client shall grant Presidio full and free remote and/or physical access to the Equipment at all times during the Term of each SOW, including all required access credentials (e.g. IP addresses, SNMP community strings, passwords, etc.). For monitoring tiers of service, Client shall provide Presidio with at least one publicly-routable IP address for monitoring VPN connectivity and one IP address for the Presidio monitoring collection station. Client will provide all pertinent network diagrams and documentation. Client shall provide and maintain an up-to-date list of authorized contacts and escalation information, including third-party vendor contact information, letters of authority, maintenance schedules and device configurations. Client shall ensure that the Equipment meets, at all times, the manufacturer-approved configuration specifications and is covered by a then-current vendor maintenance and support program. **Client acknowledges and agrees that the foregoing factors are critical for Presidio to perform the Services, and Presidio's performance hereunder or under any SOW may be delayed or suspended if Client does not comply with its obligations in this Section.**

8. Notices

Day-to-day notices, authorizations and other official communications under this Agreement shall be transmitted in writing by email to Presidio's assigned Account Manager or Service Delivery Manager and to the Client at the POC address specified above, or as otherwise specified in a SOW. Legal and termination notices shall be sent by nationally-recognized overnight courier (signature required), to Presidio Networked Solutions LLC, Attn: General Counsel, One Penn Plaza, Suite 2832, New York, NY 10119, and to Client at the address and POC set forth in Section 1 above. Email notices are effective upon actual receipt; overnight courier notices are deemed given upon delivery as determined by signature, or refusal to accept delivery.

9. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the written consent of the other party. Any required consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Presidio may assign this Agreement without Client's consent in connection with a merger or other sale of Presidio's business as a going concern.

10. Warranties, Remedies and Limitations

Presidio warrants that the Services will be performed in a good and workmanlike manner, in accordance with all applicable laws and regulations. In the event this warranty is breached, Presidio shall promptly render/re-perform conforming Services. **THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PRESIDIO IS NOT RESPONSIBLE FOR ANY WARRANTY OFFERED TO CLIENT BY ANY OTHER PARTY. THE FOREGOING WARRANTY AND REMEDY SHALL CONSTITUTE PRESIDIO'S SOLE AND EXCLUSIVE OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER, NOTWITHSTANDING ANY FAILURE OF THE FOREGOING REMEDY TO FULFILL ITS ESSENTIAL PURPOSE.**

11. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, Client will not, without the prior written consent of Presidio, solicit for employment any Presidio employee who was directly involved in the performance of this Agreement or any SOW. Notwithstanding the foregoing, Client shall not be restricted from engaging in normal recruiting and hiring practices, including the placement of ads directed toward the general public and/or the use of recruiters, so long as such recruiting efforts are not specifically targeted at Presidio employees with whom Client became acquainted through this Agreement.

12. Confidentiality

Both parties recognize that during the course of this Agreement, one party ("Receiving Party") may acquire knowledge, confidential or proprietary business information or trade secrets from the other party ("Disclosing Party") which: (a) has been marked as confidential, (b) whose confidential nature has been made known to the Receiving Party, or (c) that due to the nature of the information, should be reasonably understood to be confidential (collectively, "Confidential Information"). Confidential Information, whether marked or not, shall specifically include, but not be limited to: (1) technical information such as methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects; (2) business information such as client lists, pricing data, supply sources, financial and marketing data, production, or merchandising systems or plans, business policies or practices, and (3) any non-public personal information, including but not limited to personally identifiable financial, credit card or medical information. The Receiving Party agrees to keep all Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his, her or its own benefit or for the benefit of another, any Confidential Information except as specifically required in accordance with performing its duties under this Agreement and as allowed by applicable law. The obligations of confidentiality contained herein shall apply during the Term of this Agreement and for a period of three (3) years thereafter. As applicable, upon termination or expiration of this Agreement, the Receiving Party shall deliver all confidential records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the Disclosing Party, provided that either party may, subject to the confidentiality provisions hereof, keep such copies as may be required of it by applicable law. Confidential Information shall remain the property of its owner/original discloser and nothing herein should be construed as granting a license, title, or any other rights to that information. This obligation of confidentiality shall not apply with respect to information that 1) was in the public domain prior to disclosure, 2) is available to the Receiving Party from third parties having the legal right to disclose the same on an unrestricted basis, 3) is disclosed by Disclosing Party to others on an unrestricted basis, or 4) is developed by Receiving Party independently without reference to any Confidential Information of the Disclosing Party. Either party may disclose Confidential Information to a court or government body having competent jurisdiction pursuant to an order therefrom, provided that the Receiving Party provides any legally permissible prior written notice of disclosure to the Disclosing Party and takes reasonable actions to avoid and/or minimize the extent of such disclosure.

13. Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND ALL SOWS, WHETHER ARISING OUT OF THE SERVICES OR FROM SUCH PARTY'S NEGLIGENT OR OTHER ACTS OR OMISSIONS, SHALL BE LIMITED TO THE CHARGES AND FEES ACTUALLY PAID FOR THE SERVICES GIVING RISE TO THE CLAIM, AND (B) REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM OR OF ACTUAL NOTICE, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DATA LOSS, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Default

Except as otherwise provided herein, in the event of any material breach of this Agreement by either party which continues for more than thirty (30) days after receipt of reasonable written notice of the breach, the aggrieved party may at its option: (a) if Client, suspend payments for so long as the breach continues uncorrected; and/or (b) if Presidio, suspend performance hereunder for so long as the breach continues uncorrected; and/or (c) to avail itself of any and all remedies available to it at law or equity, whether or not it elects to suspend its performance as permitted hereby.

15. Subcontracting:

Presidio reserves the right to subcontract such portions of the Services to subcontractors of Presidio's choosing as it deems appropriate, provided that no such subcontract shall relieve Presidio of primary responsibility for performance of such Services.

16. Indemnification

Each party shall indemnify the other with respect to any third-party claim alleging: (a) bodily injury (including death) or damage to tangible property, to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party, (b) breach of any representations, warranties or obligations under this Agreement; or (c) violation of any applicable law or regulation. Each party will promptly advise the indemnifying party of the claim and turn over its defense. The party being indemnified must cooperate in the defense or settlement of the claim, but if properly and timely tendered to the indemnifying party, then the indemnifying party must pay all litigation costs, reasonable attorney's fees, settlement payments and any damages awarded; provided, however, the indemnifying party shall not be required to reimburse attorney's fees or related costs that the indemnified party incurs either to fulfill its obligation to cooperate, or to monitor litigation being defended by the indemnifying party.

17. Publicity

Unless required by law, neither party shall disclose the existence of, or any term or condition of, this Agreement to any third party (other than its parent or an affiliate) without the prior written consent of the other party. Neither party shall publish any advertising, sales promotion, press releases or publicity matters relating to this Agreement without the prior written approval of the other party.

18. Miscellaneous

The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision, nor limit such party's right to enforce such provision at a later time. All waivers by a party must be made in a written notice signed by the waiving party. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect and the parties shall substitute for the invalid provision a valid provision which most closely approximates the economic effect and intent of the invalid provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof. This Agreement constitutes the entire Agreement between Presidio and Client with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever and in any manner whatsoever relating thereto. No agent, employee or representative of Presidio has any authority to bind Presidio to any affirmation, representation or warranty unless specifically included within this Agreement. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the parties other than that of independent contracting entities. Neither party shall be authorized to obligate, bind or act in the name of the other party, except to the extent Presidio is expressly authorized to do so by this Agreement. Neither party shall be responsible for delays or failures in performance (other than an obligation to pay money) resulting from fires, government requirements, acts of God or other causes beyond the reasonable control of the party whose performance is affected, and upon giving prompt notice to the other party such affected party's performance shall be suspended during the continuance of any such cause. The rights and obligations of the parties hereunder, and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of New York, except for its rules with respect to the conflict of laws. Venue for any action hereunder shall be exclusively in the state or federal courts having competent jurisdiction and located in New York, New York. Each party hereby irrevocably waives its right to trial by jury.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RIVERSIDE COUNTY

PRESIDIO NETWORKED SOLUTIONS LLC

BY: Karen S. Spiegel

BY: _____

NAME: KAREN SPIEGEL

NAME: _____

TITLE: Chair, Board of Supervisors

TITLE: _____

DATE: OCT 05 2021

DATE: _____

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez DATE _____

ATTEST:
KECIA R. HARPER, Clerk
By [Signature]
DEPUTY

Letter of Agency

Effective Upon SOS

To Whom It May Concern,

Subject: Letter of Agency

The undersigned, Riverside County, appoints Presidio Networked Solutions as agent (the "Agent") with respect to the following:

- To access and utilize all features and benefits of active maintenance, support or equipment manufacturer agreements Riverside County has purchased from you.
- To perform maintenance on carrier circuits related to the Presidio Managed environment to allow Presidio to restore service or improve performance problems with carriers.
- To dispatch field maintenance technicians to service equipment, if any, under active maintenance, support or equipment manufacturer agreements Riverside County has purchased from you.
- Other:

You may deal directly with the Agent on all matters pertaining to the issues set out above and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until further notice.

Karen S. Spiegel

Client Signature

KAREN SPIEGEL, CHAIR, BOARD OF SUPERVISORS

Client Name/Title (Please Print)

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE _____

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

APPENDIX A: ENTERPRISE CONTACT CENTER OPERATION

The Presidio Enterprise Contact Center Operation (ECCO) Reactive Service provides Clients with critical Contact Center Enterprise support services when they need it most. Our 24 hour staffing of Contact Center Enterprise experts in our Operations Team allows Presidio to resolve specific issues quicker, greatly increasing efficiency and overall system health.

The pricing contained in this contract is the result of meetings between Presidio and the Client. During these meetings the level of support and estimated workload were discussed. As a result of this meeting Presidio has estimated a monthly contact center incident and/or customer request count of one (1). This estimated workload comes from a combination of industry-leading Contact Center support experience and Client provided data.

ECCO Services

In addition to main Contract details, the following information specifically applies to the ECCO Service.

System Backups

As part of the Presidio ECCO Reactive service, backups of any configurations, reports, logs, or any other cloud data are not provided.

MACD Services

As part of the ECCO Reactive service MACD's are not included. A MACD is defined by Presidio as a Move, Add, Change, or Deletion to an existing user, contact flow, or configuration element in the Contact Center. MACD's are expected as part of typical Contact Center operations. For the purpose of this contract MACD's are treated as an Elective Change Service.

Elective Change Services

An Elective Change is requested by the Client and is often the result of changes in the Client network or business processes. The Client identifies the change requirement and must submit the Elective Change Service request on the Client Portal. Elective Changes are scheduled services the Client must request in advance of service delivery. Elective Change service delivery response time is not defined by the Service Level Objectives in the Contract. In order to minimize Elective Change Services response time the Client may purchase a block of hours in advanced for execution of these changes.

For requested Elective Change Services, the Client must have a sufficient balance of hours on account to cover their requested change based on time estimations provided by Presidio at the time the change is requested. All Elective Change hours must be used within the duration of an annual Contract period. If a multiple year Contract is purchased, the hours allocated to each year must be used completely by the end of the year. If the Client has hours remaining on their account balance at the end of the Contract year, and the Client has purchased or is purchasing additional year(s) of service, the previous years' unused hours are carried over. Hours from the subsequent year may not be borrowed against and used in the current year.

Presidio shall provide a monthly Elective Change Report that accounts for opening balance, credits, debits and remaining balance of hours. The Client has the option to purchase additional Elective Change hours as needed.

SERVICE ELEMENTS

The following breakdown lists some of the tasks typically requested in Enterprise Contact Center Operation support. All requests or tasks listed in this document fall under the specific guidelines as outlined in your scope of work. These guidelines supersede all categorizations outlined in this document.

It is assumed that any Elective Change on an individual covered configuration element that meets the following criteria:

1. Does not require planning or design efforts
2. Does not include any activity with a material operational impact. (i.e., the change cannot affect the normal physical operation of the device)
3. Is not an upgrade
4. Is not part of a project or a project in itself
5. Is not part of a bulk request of users or configuration elements

Note: Below, "EC" represents Elective Change and "PS" represents Professional Services.

Service Element Classification

| Overview | MACD | EC | PS |
|---|------|----|----|
| Agent/Supervisor | | | |
| Bulk addition of agent groups | | X | |
| Move, Add, Change, or Deletion of existing agent | X | | |
| Agent/Supervisor team, attribute, or skill change | X | | |
| Add or promote supervisor | X | | |
| Informal agent/supervisor training | X | | |
| Formal agent/supervisor training | | | X |
| Agent or supervisor screen-pop modification | | X | |
| New agent or supervisor screen-pop | | | X |
| Agent desktop gadget modification | | | X |
| New agent desktop gadget | | | X |
| System Configuration | | | |
| Agent desktop settings configuration change | X | | |
| New queue or skill | | X | |
| New attribute addition to pre-existing queue | X | | |
| New variable | | X | |
| Variable modification | X | | |
| Scripting | | | |
| Call type add (existing scripting) | | X | |
| Dialed number add (existing scripting) | X | | |
| Operational hours change | X | | |

PRESIDIO

| Overview | MACD | EC | PS |
|---|------|----|----|
| Holiday schedule update | X | | |
| Activate emergent, open, or closed condition (existing scripting) | X | | |
| Prompt change | X | | |
| Menu change | | X | |
| Self-Service IVR scripting change | | | X |
| Custom scripting elements | | | X |
| Queue treatment change | X | | |
| New contact flow | | | X |
| Customer call back modification | | X | |
| New customer call back feature | | | X |
| Reporting | | | |
| Existing report modification (existing data elements) | | X | |
| Existing report modification (new data elements) | | | X |
| New custom report | | | X |
| Supervisor report access | X | | |
| Existing dashboard modification (existing data elements) | | X | |
| Existing dashboard modification (new data elements) | | | X |
| New dashboard | | | X |
| Informal customer requested report training | | X | |
| Formal Reporting Training | | | X |
| Outbound Dialer | | | |
| New dialer campaign | | | X |
| Dialer campaign configuration modification | X | | |
| Dialer mode modification | | X | |
| Dialer skill modification | | X | |
| Email / Chat | | | |
| New mailbox | | | X |
| New chat entry point | | | X |
| Chat entry customization | | | X |
| Keyword routing modification | | X | |

PRESIDIO™

| Overview | MACD | EC | PS |
|---|------|----|----|
| New keyword routing | | | X |
| Contact flow modification | X | | |
| Knowledge-base modification | | | X |
| New chat/email agent | X | | |
| Chat/Email agent skill/attribute modification | X | | |

GENERAL DEFINITIONS

Advanced Logic Profile: Set of patented elements performing processing on millions of simultaneous, complex systems and network management flows to determine the precise root cause of an incident.

Business Hours: Normal business hours for a company operating in the United States based upon local office time; i.e., traditionally 8 a.m. to 5 p.m. Monday through Friday.

Business Reviews: Regularly scheduled meeting led by the Service Delivery Manager to provide metrics on Client performance during the previous period. The data presented is also used to obtain the Clients' insight into areas of Service Delivery improvements. Depending on contact specifics, this is typically a Quarterly Business Review (QBR).

Capture Template: Document completed by the Client during the Service Transition Management phase. Document contains information about the managed equipment covered in this agreement and includes but is not limited to make, model, serial number, access credentials and IP addresses.

Carrier: Provider of voice and data transport services.

Change Advisory Board (CAB): Group or committee of stakeholders responsible to analyze and review submitted change requests and take action to accept or reject the change.

Change Management: Presidio process to receive, authorize, execute, and communicate changes to managed components.

Change Request: Client request for service, as related to Agreement, made by electronic format.

Client Notification: Communication to inform the Client that an Incident has been recorded.

Client Portal: Online Web user interface supplied for Client to receive and submit information to and from the Presidio Service Desk.

Client Premise(s): Physical Client location(s) where the DCA resides.

Configuration Item (CI): Component that needs to be managed to deliver an IT service.

Contract: Statement of Work (SOW).

Elements: Basic network service when unbundled and an enhanced service when bundled into a service tier.

Incident: Event not part of the standard operation of a service and causes or may cause an interruption to, or reduction in, the quality of that service.

Incident Management: Process notify the Client about the incident, and resolve the incident.

Incident Resolution: Process to restore services on managed components.

Known Error: Incident with a defined root cause and resolution.

Letter of Agency (LOA): Formal document that authorizes Presidio to act as the Client's agent for purposes of facilitating, tracking and/or providing services with carriers, maintenance contract providers, and other general-service providers.

Management Services: Service that provides Incident Resolution, Reactive Problem Management, Service Level management and Standard Changes to resolve all Incidents.

Manual Cases: Cases that a system user manually opens on the Client Portal or via phone.

Manufacturer Field Notice: Electronic notification from the manufacturer about product-related issues.

Manufacturer Maintenance and Support Contract: Contractual agreement between Client and Managed Components manufacturer that grants access to manufacturer-provided services, such as Managed Element hardware replacement, software patches, and technical support, necessary to maintain good working order.

Message Bus: Connects data collected from Probes with the Management Hub.

Patch: Small fix to a problem using a piece of software code.

Problem: Underlying cause of one or more Incidents.

Problem Analysis: Investigating problems to determine root cause.

Problem Management: Process to find and resolve the root cause of a Problem and prevention of Incidents.

Service Addendum: Bilaterally agreed to document modifying scope of agreement.

Service Delivery Center Supervisor: Role within the Presidio Service Desk with management responsibilities for Client issues, escalations and staff.

Service Delivery: Phase after Transition Management when Presidio begins to deliver Managed Services.

Service Delivery Center (SDC): Network Operations Center (NOC) is the primary facilities where Presidio technicians and engineers remotely support Clients.

SLO: Service Level Objective.

Service Management System: Presidio Incident Management Platform where Client CI information and Incident Management information is maintained.

Vendor Management: Presidio provides, first-level support (triage only coordination of the supporting vendor/support teams on the Client's behalf throughout the troubleshooting process. Presidio does not provide second- and third-level troubleshooting and support for these devices. This support can only be provided on equipment with an existing manufacturer's warranty or current maintenance support contract.



April 22, 2021

Riverside County
4080 Lemon Street
Riverside, CA 92501
(via email)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

RE: Letter Agreement Regarding Special Terms for Cisco Enterprise License Agreement – Cisco DNA (Switching, Routing) and Cisco Data Center Networking

The purpose of this letter ("Letter Agreement") is to set forth the understanding of Riverside County ("Customer") and Cisco Systems, Inc. ("Cisco") regarding Customer's purchase of a *Cisco DNA for Switching* suite, *Cisco DNA for Routing* suite, and *Cisco Data Center Networking* suite (the "Suites") under the terms of a Cisco Enterprise License Agreement (the "Program Terms") through a Cisco-authorized reseller ("Reseller") under Cisco deal ID# [DID#].

All capitalized terms not otherwise defined herein have the meaning provided in the Program Terms, or the Cisco End User License Agreement ("EULA") incorporated into the Program Terms, as applicable.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with respect to the Suite, the parties agree as follows:

1. Term. This Letter Agreement begins on the date of last signature below (the "Effective Date") and continues for the five-year subscription term period of the Suites purchased by Customer. Customer's use of the Software and Cloud Services in the Suites is governed by the Program Terms and this Letter Agreement. In the event of a conflict between this Letter Agreement and the Program Terms, this Letter Agreement shall control.
2. Notwithstanding any other term in the Program Terms or the EULA, the Suites will not automatically renew at the end of the subscription term period.
3. As regards Section 5.1 (Confidentiality) of the EULA, Customer reasonably cooperates with Cisco's seeking of a protective actions only to the extent it is permitted to do so. Additionally, both parties (as a Recipient) will return, delete, or destroy the Discloser's Confidential Information only where such is permitted by applicable law.
4. This Letter Agreement represents the complete and final understanding of the parties regarding the subject matter herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. If any portion of this Letter Agreement is held invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Letter Agreement.

This Letter Agreement will be governed and construed in accordance with the laws of the State of California.

The parties' agreement to the terms set forth in this Letter Agreement is evidenced by their respective signatures below. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Letter Agreement.

Cisco Systems, Inc.

Riverside County

Signature: _____

Signature: Karen S. Spiegel

Name (Printed): _____

Name (Printed): KAREN SPIEGEL

Title: _____

Title: CHAIR, BOARD OF SUPERVISORS

Date: _____

Date: OCT 05 2021

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez DATE _____

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

September 20, 2021

Riverside County Information Technology ("RCIT")
3450 14th St
Riverside CA 92501

RE: Purchase of Cisco Collaboration Flex Enterprise Agreement Under Deal ID# 42830136 the "Deal ID"

The purpose of this letter (the "**Letter Agreement**") is to set forth the understanding of the Riverside County Information Technology, (the "**Customer**" or "**RCIT**") with a principal place of business at 3450 14th St, Riverside CA 92501 and Cisco Systems, Inc. ("**Cisco**") with its principal place of business at 170 West Tasman Drive, San Jose, CA 95134, regarding Customer's purchase of a Cisco Collaboration Flex Enterprise Agreement (the "**Cisco Enterprise Agreement**") through an authorized Cisco reseller ("**Reseller**"). Reseller is providing the Cisco Enterprise Agreement to Customer and the Cisco Enterprise Agreement is passed through to Customer as part of Reseller's quote and order process, is subject to the purchase agreement between Customer and Reseller, and applicable to the Suite(s) sold under the Deal ID referenced above.

Customer is requesting the addition of certain terms in the Cisco Enterprise Agreement Program Terms and Conditions for End Users as they apply to the above referenced purchase. All capitalized terms not otherwise defined in this letter agreement ("**Letter Agreement**") will have the same meaning as provided for in the Cisco Enterprise Agreement. To the extent that there is a conflict between the terms of this Letter Agreement and the Cisco Enterprise Agreement, the terms of this Letter Agreement shall control.

For the purposes of the Customer and for the Deal ID referenced above, the parties agree as follows:

1. This Letter Agreement will be effective from the date of last signature below (the "**Effective Date**").
2. The parties agree to add the following to the Cisco Enterprise Agreement:

This Agreement shall be effective upon date of last signature of this Agreement by both parties and continues in effect through October 5, 2026 unless terminated earlier. Cisco shall deliver the products/services agreed to under the Cisco Enterprise Agreement upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter as agreed to under the terms of the Cisco Enterprise Agreement and any referenced terms therein. The Riverside

OCT 05 2021 313

County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. This Letter Agreement and any discussions related thereto are strictly confidential. Neither party shall disclose to a third party the existence or terms of this Letter Agreement, or other information disclosed during discussions about this Letter Agreement, without the prior written consent of the other party.
4. This Letter Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any prior oral or written communications or understandings with respect to the subject matter herein, and may only be amended by a written document signed by both parties.

The parties have caused this Letter Agreement to be duly executed. Each party represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Letter Agreement.

Cisco Systems, Inc.
("Cisco")

Authorized Signature

Print Name

Title

Month/Day/Year
Date

COUNTY OF RIVERSIDE
("Customer")


By: Karen S. Spiegel
Karen Spiegel
Chairperson, Board of Supervisors

Dated: OCT 05 2021

ATTEST:
Kecia Harper
Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

Dated: 9/20/2021



End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement ("EA") buying model for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. Your signature is required on this form prior to receiving access to the program.

Cisco Confidential



End User Overview

Defined Terms Used in This Section

“Participating Affiliates” means Your Affiliates whose Meter counts are included on the EUIF.

“Affiliate” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **“Control”** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“End User”, “You” or “Your” mean the final purchasing entity as identified on the EUIF.

| End User Information | |
|---|--|
| End User's full legal name | RIVERSIDE COUNTY INFORMATION TECHNOLOGY RCIT |
| Address of End User's principal place of business | 3450 14TH ST RIVERSIDE, CA, 92501 US |

| Participating Affiliates |
|---|
| Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support. |
| Participating Affiliate(s) |
| <input type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below) |
| Participating Affiliates |
| |

Cisco Confidential



Cisco Collaboration

Additional Defined Terms Used in This Section

"Employees" means full or part-time employees of You and Your Participating Affiliates.

"Contractors" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"Knowledge Workers" means You and Your Participating Affiliates' Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan

Cisco requires customers purchasing Enterprise Agreement to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase, and which are identified on your EUIF.

- Meetings Enterprise Agreement
 Calling Enterprise Agreement

Knowledge Worker Count Worksheet

| Cisco Flex Plan EA Offers | Value |
|--|----------|
| Total quantity of Employees of the End User and Participating Affiliates | a. |
| + Total quantity of Contractors of the End User and Participating Affiliates | b. |
| = Total Employees and Contractors (add a. and b.) | c. 13000 |
| = Knowledge Worker count | e. 13000 |

| Cisco Collaboration Flex Plan Education EA only | Value |
|---|-------|
| Total quantity of faculty/staff (Knowledge Workers) at educational institution | a. |
| = Knowledge Worker faculty/staff count | c. |
| Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count. | |

End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE PROGRAM TERMS.

Cisco Confidential



| Full Legal Name of the End User Organization (e.g., company, government entity) You Represent | |
|---|---------------------------------|
| Last Name, First Name | KAREN SPIEGEL TED TBD |
| Title | CHAIR, BOARD OF SUPERVISORS TED |
| Date | OCT 05 2021 |
| End User Authorized Representative Signature | <i>Karen S. Spiegel</i> |

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* KRISTINE BELL-VALDEZ DATE



Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, "EA Program Terms") govern any Suites that You order under the Cisco Enterprise Agreement Program ("Purchased Suites"). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorized to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year's Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.
 - ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.
 - d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:

Cisco Confidential



- i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
6. **True Forward.**
 - a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved Source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
 - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.
8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied toward the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software

Cisco Confidential



will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.
19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
 - a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliated delivering the EA Program Terms.
 - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
 - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.



- j. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
- k. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
- l. **"Entitlement"** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
- m. **"Enrollment"** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
- n. **"Enrollment Description"** means the supplemental program terms and description governing an Enrollment.
- o. **"EUIF"** means the End User Information Form for the Purchased Suite.
- p. **"EULA"** means Cisco End User License Agreement, available at cisco.com/go/eula.
- q. **"Growth Allowance"** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
- r. **"Importation Fee"** means an import duty or tax on the purchase of Cisco hardware.
- s. **"Initial Entitlement"** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **"Initial Growth Cap"** means 105% of the Initial Entitlement.
- u. **"Licensing Documents"** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **"Meter"** means the unit of measurement for Software or Cloud Services Consumption.
- w. **"OD"** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **"Participating Affiliates"** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **"Purchased Suites"** has the meaning given to it in the introductory paragraph.
- z. **"Services"** means both Cloud Services and Support Services.
- aa. **"SEULA"** means the supplemental licensing terms governing Software.
- bb. **"Software"** means the Cisco software listed in the applicable Enrollment Description. cc. **"Suite"** means a combination of Software and Services in an Enrollment.
- cc. **"Suite Start Date"** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- dd. **"Suite Term"** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ee. **"Support Services"** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- ff. **"Term"** means the duration of the EA Program Terms.



gg. **"True Forward"** means an annual adjustment to account for exceeding the previous year's Entitlement.



Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|---|----------------------|---------------|--|---------------------------|
| Cisco Collaboration Flex Plan Meetings Enterprise Agreement | Cisco Meeting Server | Software | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker |
| | Cisco Webex Meetings | Cloud Service | | |
| | Cisco Webex app | Cloud Service | | |

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|--|--|---------------|--|---------------------------|
| Cisco Collaboration Flex Plan Calling Enterprise Agreement | Cisco Webex app | Cloud Service | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker |
| | Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call) | Cloud Service | | |
| | UCM Cloud Calling | Cloud Service | | |
| | Partner-Hosted Unified Communications Calling | Software | | |
| | On-Premises Unified Communications Manager Calling | Software | | |

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|---|----------------------|---------------|--|------------------------------------|
| Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement | Cisco Meeting Server | Software | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker; Student |
| | Cisco Webex Meetings | Cloud Service | | |
| | Cisco Webex app | Cloud Service | | |

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|--|--|---------------|--|---------------------------|
| Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement | Cisco Webex Calling (formerly Cisco Spark Call) | Cloud Service | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker |
| | On-Premises Unified Communications Manager Calling | Software | | |

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|---------------------|------------------------------|---------------|--|---------------------------|
| Cisco Collaboration | Cisco FedRAMP Webex Meetings | Cloud Service | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker |

Cisco Confidential



| | | | |
|---|--|---------------|--|
| Flex Plan Enterprise Agreement for Public Sector | Unified Communications Manager Cloud for Government | Cloud Service | |
|---|--|---------------|--|

| Suite | Included Licenses | License Type | Licensing Documents | Meter |
|---|---|---------------|--|---------------------------|
| Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP | Cisco FedRAMP Webex Meetings | Cloud Service | Cisco Collaboration Flex Plan OD; EULA | Deployed Knowledge Worker |
| | Unified Communications Manager Cloud for Government | Cloud Service | | |
| | On-Premises Unified Communications Manager Calling | Software | | |
| | Cisco Webex app | Cloud Service | | |

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“**Deployed Knowledge Worker**” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable deskphone, Jabber client, Webex app, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured. “**Knowledge Worker**” means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. “**Student**” means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

Cisco Confidential



Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a "Renewal Suite Term") unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of the then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.