



County of Monterey

County of Monterey - ECD CAD Solution

Prepared By: Ben Gaddy

Quote Number: #021608 version 6

May 10, 2024

County of Monterey - ECD CAD Solution

Prepared by:

eGroup | Enabling Technologies

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Prepared for:

County of Monterey

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Quote Information:

Quote #: 021608

Version: 6
 Delivery Date: 05/10/2024
 Expiration Date: 05/31/2024

Nutanix Solution

Product Details	Manufacturer Part #	Qty	Suggested Price	Discount	Price	Ext. Price
Carahsoft GSA Contract # 47QSWA18D008F						
(3) Nutanix NX-8170 G9 1-Node Appliance with 3-Years of Production Hardware Support						
Each Node Includes: (2) 2.5GHz 16-Core CPUs, 512GB Memory (4 x 128GB), (4) 3.84TB NVMe SSDs, and (1) Mellanox Dual Port 25/10GbE Network Card						
Nutanix Enterprise Hyperconverged Platform with Nutanix Acropolis- Tier 5 GSA DNE \$23,299.75	NTX-NX-HCI-SOLUTION-5-CTO	3	\$25,000.00	7.65%	\$23,087.75	\$69,263.25
24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product GSA DNE \$4,785.89	S-HW-PRD-T4	3	\$5,000.00	68.11%	\$1,594.48	\$4,783.44
Support Term in Months	Support-Term	36	\$0.00	0.00%	\$0.00	\$0.00
128GB Memory Module (4800MHz DDR5 RDM)	C-MEM-128GB-4800-CM	12	\$0.00	0.00%	\$0.00	\$0.00
3.84 TB NVMe SSD	C-NVM-3.84TB-B-CM	12	\$0.00	0.00%	\$0.00	\$0.00

Nutanix Solution

Product Details	Manufacturer Part #	Qty	Suggested Price	Discount	Price	Ext. Price
No SSD as part of the system configuration	C-SSD-NONE-CM	3	\$0.00	0.00%	\$0.00	\$0.00
LOM Module: Broadcom 10GbE, 2-port, Base-T NIC (BCM 57416)	C-LOM-10G2D1BT-CM	3	\$0.00	0.00%	\$0.00	\$0.00
Mellanox 25/10GbE, 2-port, NIC (CX6 25GbE); transceiver not included	C-NIC-25G2A2-CM	3	\$0.00	0.00%	\$0.00	\$0.00
C13/C14, 15A, 4ft Power cord	C-PWR-4FC13C14B-CM	6	\$0.00	0.00%	\$0.00	\$0.00
Platform Integration Fee	Platform Integration	1	\$10,406.83	100.00%	\$0.00	\$0.00
3-Year Nutanix Cloud Infrastructure Pro Subscription Licenses with Production Software Support for up to (96) Cores						
Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core, 3 Years GSA DNE \$1,076.83	SW-NCI-PRO-PR-3YR	96	\$1,300.00	30.00%	\$910.00	\$87,360.00
Term in months	Term-Months	36	\$0.00	0.00%	\$0.00	\$0.00
Primary Site Cables and Modules						
Cables and Modules	Cables/Modules	1	\$350.00	0.00%	\$350.00	\$350.00

Subtotal: \$161,756.69

Cisco Nexus 9300 Switches

Product Details	Manufacturer Part #	Qty	Suggested Price	Discount	Price	Ext. Price
Promark GSA Contract # GS-35F-303DA						
(2) Nexus 9300 48P 1/10/25G Switches including 16GB Memory all with 3-Year 24x7 SMARTnet Support						
NEXUS 9300 48P 1/10/25G 6P PERP 40/100G MACSEC UP SYNCE GSA DNE Price \$22,231.74	N9K- C93180Y C-FX3	2	\$30,150.0 0	57.65%	\$12,769.4 1	\$25,538.8 2
NEW RNEW SNTC 24X7 4HR NEXUS DOWN 9300 48P 1/10/25G 6P 40/100G MAC GSA DNE Price \$6,558.81 / 3 years	CON- SNTP- N9KC93X 3	2	\$6,768.00	16.35%	\$5,661.27	\$11,322.5 4
Dummy PID for Airflow Selection Port-side Intake	NXK-AF- PI	2	\$0.00	0.00%	\$0.00	\$0.00
Mode selection between ACI and NXOS	MODE- NXOS	2	\$0.00	0.00%	\$0.00	\$0.00
Nexus 9300, 9500, 9800 NX-OS SW 10.3.2 (64bit) Cisco Silicon	NXOS-CS -10.3.2F	2	\$0.00	0.00%	\$0.00	\$0.00
Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC -KIT-1RU	2	\$0.00	0.00%	\$0.00	\$0.00
Nexus Fan, 35CFM, port side intake airflow	NXA-FAN -35CFM- PI	8	\$0.00	0.00%	\$0.00	\$0.00
ADDL MEM OF 16GB FOR NEXUS MEM SWITCHES GSA DNE Price \$817.65	NXK- MEM- 16GB	2	\$1,204.38	60.87%	\$471.28	\$942.56
Nexus NEBs AC 650W PSU - Port Side Intake	NXA-PAC -650W-PI	4	\$0.00	0.00%	\$0.00	\$0.00
POWER CORD 125VAC 13A NEMA 5-15CPNT PLUG NORTH AMERICA	CAB- 9K12A- NA	4	\$0.00	0.00%	\$0.00	\$0.00
OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS- OPTOUT	2	\$0.00	0.00%	\$0.00	\$0.00

Cisco Nexus 9300 Switches

Product Details	Manufacturer Part #	Qty	Suggested Price	Discount	Price	Ext. Price
(4) Cisco QSFP-100G-SR4-S Compatible QSFP28 Transceiver Modules						
Cisco QSFP-100G-SR4-S Compatible QSFP28 100GBASE-SR4 850nm 100m DOM MPO-12/UPC MMF Optical Transceiver Module, Support 4 x 25G-SR Open Market	QSFP-SR4-100G	4	\$99.00	0.00%	\$99.00	\$396.00
(2) 1m OM4 Multimode Elite Trunk Cables						
1m (3ft) MTP®-12 (Female) to MTP®-12 (Female) OM4 Multimode Elite Trunk Cable, 12 Fibers, Type B, Plenum (OFNP), Magenta Open Market	12FMTPO M4	2	\$43.00	0.00%	\$43.00	\$86.00

Subtotal: \$38,285.92

Microsoft Licensing

Description	Price	Qty	Ext. Price
(7) Microsoft SQL Standard per Server with 3 Years of Software Assurance - CALs required			
228-07285 3YR SQLSVRSTD LICSA PK OLV D LICSA ACQYR1 AP Open Market	\$1,693.87	7	\$11,857.09
(52) Microsoft SQL Server Device CALs with 3-Years of Software Assurance			
359-04608 3YR SQLCAL LICSA PK OLV D ACQYR1LICSA AP DVCCAL Open Market	\$381.65	52	\$19,845.80
(48) Microsoft Windows Server Data Center 2 Core License with 3 Years of Software Assurance - CALs required			
9EA-00705 OLV WIN SVR DC CORE LICSA/SA PK LICSA 2LICSA D 3YR AQY1 AP CORE LICSA Open Market	\$1,320.20	48	\$63,369.60
(52) Microsoft Windows Server Device CALs with 3-Years of Software Assurance			
R18-02405 3YR WINSVRCAL LICSA PK OLV D LICSA ACQYR1 AP DVCCAL Open Market	\$55.34	52	\$2,877.68

Subtotal: \$97,950.17

Tax Rate

Description	Price	Qty	Ext. Price
California Tax Rate 9.25%			
California Tax Rate 9.25%	\$27,795.58	1	\$27,795.58

Subtotal: **\$27,795.58**

Professional Services

Description	Price	Qty	Ext. Price
<p>The services associated with this project shall be provided on a Fixed Fee basis. The fixed fee for the services for this project is \$16,800 + \$2,200 = \$19,000 total.</p> <p>Project services fees shall be billed monthly based upon the progression of work within a calendar month, not to exceed the total contracted fees amount.</p>			
eGroup Enabling Technologies Professional Services Open Market	\$19,000.00	1	\$19,000.00

Subtotal: **\$19,000.00**

Acceptance

This quote numbered 021608v6 is governed by the Terms and Conditions attached. This quote, together with the Terms and Conditions, constitutes the full agreement ("Agreement") between eGroup Enabling Technologies and County of Monterey ("Client") for the services and/or products described herein.

The undersigned parties acknowledge their acceptance of this Agreement and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to execute this quote and enter into this Agreement on behalf of their respective organizations.

Carahsoft GSA Contract # 47QSWA18D008F (Nutanix)

Promark GSA Contract # GS-35F-303DA (Cisco)

Quote Summary

Description	Amount
Nutanix Solution	\$161,756.69
Cisco Nexus 9300 Switches	\$38,285.92
Microsoft Licensing	\$97,950.17
Tax Rate	\$27,795.58
Professional Services	\$19,000.00

Subtotal: **\$344,788.36**
 Shipping: **\$2,500.00**
 Total: **\$347,288.36**

The maximum amount payable by County of Monterey to eGroup through this agreement shall not exceed \$347,288.36 total which includes shipping and 9.25% tax rate for the County.

eGroup | Enabling Technologies

County of Monterey

DocuSigned by:
 Signature: Ben Gaddy
A2ABCC012F2040D...

Name: Ben Gaddy

Title: Principal, Operations

Date: 5/10/2024 | 1:27 PM PDT

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:
Samuel Biderwell 5/10/2024 | 10:51 AM PDT
61542069561440E...
 County Counsel - Approved as to Form

DocuSigned by:
Jennifer Forsyth 5/10/2024 | 10:51 AM PDT
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 Auditor-Controller - Approved as to Fiscal Provisions

County of Monterey

ECD CAD Solution

Statement of Work

Prepared By: Mike Dent

April 22, 2024

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1 Introduction

County of Monterey ("Client") has engaged eGroup Enabling Technologies, LLC ("eGroup Enabling Technologies") to perform high-level services related to Client's ECD CAD Solution project.

This Statement of Work ("SOW") numbered Quote 22347 and dated April 22, 2024 sets forth the scope of services and deliverables to be provided by eGroup Enabling Technologies and the terms and conditions under which the services shall be conducted.

2 Project Background

Critical applications supporting the operations of the Client Department reside on a legacy VMware vSphere virtual server infrastructure. The vSphere infrastructure supports various application, database, and security services, specifically the CentralSquare Enterprise Computer Aided Dispatch (CAD) system.

As key components of the CAD infrastructure approach critical end-of-support milestones, Client has elected to perform an infrastructure refresh and, once the refresh is completed, an Enterprise CAD rehost.

3 Solution Overview

To ensure the Enterprise CAD environment's continued reliability, supportability, and security, Client wishes to refresh the production network and computing infrastructures. The new infrastructure environment must meet the following objectives:

1. The Network infrastructure must provide high-speed and resilient/redundant connectivity to the Compute and Dispatch connections and integrate into the existing Client Core Network.
2. The Compute infrastructure must provide performant, highly available, resilient access to Enterprise CAD and associated applications.

In support of the Enterprise CAD infrastructure refresh, eGroup shall deploy new infrastructure and associated data protection services in the Primary Client site by implementing and integrating the components of the new network and hyperconverged infrastructure. These services shall be performed using a multi-phase approach that shall consist of the following major activities:

3. Implement new Cisco Nexus Core switch infrastructures in the Production Site.
4. Implementation of new Nutanix All-NVMe infrastructure in the Production Site.
5. Deployment of CST Enterprise CAD VMs in preparation for the rehost activities.
6. Knowledge Transfer – Review the as-built configuration and basic administration tasks with the Client staff, as appropriate.

eGroup Enabling Technologies will deploy any necessary management components and migrate CST workloads using vendor best practices and Enterprise CAD domain expertise gained during 10+ years of deployments. The sequencing of the above-listed activities is designed to ensure that each activity builds upon the foundational work completed in the preceding activities.

3.1 Network Infrastructure:

As part of the deployment, redundant switches will be deployed at Client, providing a High-Speed Core layer for the Enterprise CAD and associated services.

The components of the new Network infrastructure are described below:

Component	Primary Data Center
Enterprise Core Switches	Two (2) Cisco Nexus 93180YC-FX3 Switches.

3.2 Virtual Server Infrastructure

As part of the infrastructure refresh, Client ECD will migrate to a hyperconverged platform with Nutanix and the Nutanix Acropolis Hypervisor ("AHV").

The components of the new infrastructure are described below:

Component	Primary Data Center
Compute	Three (3) Nutanix NX-8170-G9 Nodes.
Hypervisor	Nutanix AHV.
Cluster Management	Prism Central.

3.3 Deployment Services:

To support the Enterprise CAD infrastructure refresh, eGroup shall provide a comprehensive set of services to assist Client with implementing and integrating the components of the new network and hyperconverged infrastructures, deploying hypervisor-based replication services with the new hyperconverged infrastructure, and testing the replication solutions' disaster recovery capabilities.

eGroup will deploy the infrastructure management components and the specific VMs provided in the CST ISR, utilizing vendor best practices and Enterprise CAD domain expertise gained during 10+ years of deployments.

These services shall be organized into multiple activities, each corresponding to a particular technology or capability as follows:

- Data Center Network Infrastructure Implementation.
- Nutanix/Sphere Infrastructure Implementation.
- Enterprise CAD Virtual Server Migration/Deployment.

The sequencing of the above-listed activities is designed to ensure that each activity builds upon the foundational work completed in the preceding activities. To ensure efficient execution, each of the above-listed activities shall be conducted as its own sub-project in accordance with eGroup's standard project execution methodology, which consists of the following phases:

- Deployment – On-site integration and implementation.
- Knowledge Transfer – Review of the as-built configuration and basic administration tasks with Client staff, as appropriate

The full scope of services is described in detail below in "Scope of Services."

4 Project Objectives

The objectives of this project are as follows:

- Deploy Cisco Core switches to support infrastructure and CAD operations.
- Deploy Nutanix cluster with the Nutanix AHV hypervisor to support CAD operations.
- Migration of existing CAD Virtual Servers from existing virtualization environment to Nutanix AHV.
- Deployment of up to twenty-five (25) new servers within the Nutanix AHV cluster.

5 Current Environment Readiness

This Statement of Work assumes that Client's physical and cloud-based environments and network infrastructures are prepared to accommodate the equipment and services to be provided by eGroup Enabling Technologies within the scope of this project. Upon discovering any deficiency that would prevent or otherwise hinder project execution, eGroup Enabling Technologies shall notify Client of the deficiency in writing and work in good faith with Client to adjust the project schedule to accommodate Client's remediation of the issue. Services that are dependent on the remediation of the deficiency will be postponed or suspended until the remediation is complete. eGroup Enabling Technologies is not liable for any delays to the overall project plan necessitated by Client's remedial activities and shall be held harmless for changes in the schedule resulting from such activities.

5.1 Project Prerequisites:

The following items are critical to the overall success of this engagement and should be completed by Client prior to commencement of this engagement:

- Identification of Client project leadership and participants.
- Provisioning of eGroup Enabling Technologies' administrative access to environments related to this engagement.
- Provisioning of the rack space, power, cooling, and network switch ports, cables, and addresses for the Production Nutanix nodes (NX-8170-G9 series):
 - Rack space: 1U per appliance (Each appliance houses one (1) node).
 - Power connections (200-240VAC): 2 per appliance.
 - Power consumption (average): 957W (3847.0 BTU/hr) per appliance.
 - Power consumption (peak): 1367W (5129.0 BTU/hr) per appliance.
 - Data network ports (RJ45, SFP+, SFP28, QSFP+, or QSFP28 corresponding to speed): 2 per node.
 - IPMI network ports (1GBase-T): 1 per node.
- Nutanix Cluster IP Address Requirements **(Per Cluster)**:
 - IP Address Allocation:
 - Three (3) IPMI .
 - Three (3) AHV (Management).
 - Three (3) Controller VM.
 - Two (2) Nutanix Cluster Services.
 - One (1) Prism Central appliance.
 - One (1) Nutanix Move Appliance.

- Client will provide one (1) named user to create a Nutanix Support account, which will be used to procure the licensing for the Nutanix nodes.
- eGroup will work with Client and CST to plan for the migration of existing workloads as well as the deployment of any new workloads.

6 Scope of Services

eGroup Enabling Technologies shall deliver a comprehensive set of services to achieve the objectives of this engagement. These services are described in detail below.

6.1 Planning and Design:

6.1.1 Infrastructure Refresh Planning and Design:

Working in collaboration with Client, eGroup Enabling Technologies shall prepare detailed configuration designs for both the Cisco Switches and Nutanix nodes to integrate into the existing Client environment. These designs shall reflect the unique parameters and attributes of Client's environment and will guide the course of implementation and migration activities. eGroup Enabling Technologies shall complete the following activities during this phase:

Nexus Design:

1. Gather information from the current environment that is necessary to define configuration specifications for the following equipment:
 - a. Two (2) Cisco Nexus 93180YC-FX3 as the data center core switches.
2. Develop and document a System Design for integrating the Cisco Nexus switches into the Production environment, as well as:
 - a. Layer 2 requirements, such as VLANs.
 - b. Layer 3 requirements, such as routing.
 - c. DNS, NTP and Switch Authentication.
 - d. Nexus VPC Settings.
 - e. Port configuration for Nutanix, Dispatch connections and uplinks.

Nutanix Design:

1. Gather information from the current server infrastructure necessary to design the Nutanix Cluster configuration in the Production location.
2. Develop and document a System Design for integrating the Nutanix cluster with the network and server infrastructures in the Production, as well as:
 - a. DNS and NTP
 - b. Network Configuration
 - c. Authentication Mechanism (LDAP, SAML)
3. Develop and document a Migration Plan for the migration of the existing Workloads to Nutanix, including:
 - a. Deployment of Nutanix Move for migration automation.
 - b. Plan of migration for existing workloads.

6.2 Deployment:

6.2.1 Cisco Networking Deployment:

eGroup Enabling Technologies shall deploy the new Cisco Networking infrastructure to support the current Dispatch and CAD infrastructure. eGroup will coordinate with Client to integrate the new Networking components into the existing network.

eGroup shall complete the following tasks during this phase:

Cisco Nexus Deployment:

1. Physically install the following components in the Primary data center:
 - a. Two (2) Cisco Nexus 93180YC-FX3 switches.
2. Connect the newly installed components to the current power and network infrastructures, installing and routing cables among the components as required.
3. Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
4. Update the operating code on the newly installed switches to the latest recommended release.
5. Configure Nexus switches for necessary port and VLAN configurations.
6. Test the operation of the network equipment and remediate as required.
7. Working with Client, during planned maintenance windows, integrate existing network switches to the Nexus and migrate networks to Core switches.

6.2.2 Nutanix Deployment:

eGroup Enabling Technologies shall deploy the new Nutanix clusters in the Production site. Following the cluster deployment, eGroup will work with County of Client to migrate virtual servers from the current environment to Nutanix as required.

eGroup shall complete the following tasks during this phase:

Production Cluster Deployment:

1. Physically install the Nutanix nodes in the Primary data center:
 - a. Three (3) Nutanix NX-8170-G9 nodes.
2. Connect the newly installed Nutanix nodes to the current power and network infrastructures, installing and routing cables among the components as required.
3. Power on all equipment and verify basic functionality, checking for fault indicators and remediating as required.
4. Using the Nutanix Foundations Utility, initialize the Nutanix cluster:
 - a. Apply IPMI, Host, and CVM IP addresses.
 - b. Image all Nutanix nodes with the latest recommended AOS (LTS) and AHV release.
5. Configure the following Nutanix Prism services:
 - a. NTP, DNS, Authentication.

6. Configure Proxy Services if required.
7. Configure Nutanix Storage Pool and Storage Container to support the deployed workloads.
 - a. Modify the default storage container with deduplication, compression, and advanced settings per System Design.
8. Perform LCM updates to install the latest recommended software/firmware on all nodes.
9. Confirm the health of the Nutanix cluster.

Prism Central Deployment:

1. Install one (1) instance of the latest recommended LTS release of Prism Central in the Primary site.
2. Configure the following Nutanix Prism services:
 - a. NTP, DNS, Authentication.
3. Onboard the Nutanix cluster to the Prism Central instance.
4. Apply licensing from Nutanix Portal to Prism Central and validate each cluster is correctly licensed.

6.2.3 CST Server Deployment and VM Migration:

eGroup Enabling Technologies will work with Client to migrate existing CAD workloads from the existing environment to the new Nutanix environment. Workload migration will occur either through automated migration using Nutanix Move or through new Enterprise CAD VMs as identified as part of a rehost. eGroup Enabling Technologies shall complete the following tasks during this phase:

1. Configure Nutanix Move appliance for VM replication.
2. Based on the Migration planning phase:
 - a. Automated Migration: Work with Client to configure Migration Plans within Nutanix Move to initiate workload replication from the existing vSphere clusters:
 - i. Assist Client with migrating up to twenty-five (25) VM's using the Nutanix Move utility within each cluster.
3. Deploy Enterprise VMs per CST Rehost requirements.
4. Join VMs to Windows Domain.
5. Test connectivity and authentication.

6.2.4 Resiliency Testing:

1. Nexus Redundancy:
 - a. Uplink connectivity on switch failure.
 - b. Nutanix connectivity on switch failure.
2. Nutanix Platform Resiliency:
 - a. Utilize Nutanix XRAY utility to provide reports on the following:
 - i. Performance.
 - ii. Resiliency.

6.3 Knowledge Transfer:

6.3.1 Documentation and System Handoff:

Following implementing the new infrastructure components, eGroup shall educate Client on the as-built configuration and routine system administration tasks associated with the new technologies. During the Knowledge Transfer phase, eGroup shall perform the following tasks:

As-Built Documentation Update:

1. Update the System Design with the as-built configuration of the newly deployed Cisco and Nutanix infrastructures.

System Handoff:

1. Conduct one (1) knowledge transfer session of up to two (2) hours duration to review the as-built configurations and routine management tasks for the following technologies at the Production Site:
 - a. Cisco Nexus switches:
 - i. Nexus Switch maintenance, including NX-OS upgrades.
 - ii. General System Configuration.
 - b. Nutanix clusters with AHV:
 - i. Provisioning of virtual servers.
 - ii. Lifecycle Management of environment.
 - iii. Daily monitoring and management.

6.4 Service Assumptions:

The services to be provided by eGroup Enabling Technologies are subject to the following assumptions:

Infrastructure Refresh Planning and Design:

- The infrastructure must provide highly available access to critical and associated applications.

Cisco Networking Deployment:

- The network segmentation and addressing employed for the virtual machines that will reside on the Nutanix infrastructure shall be consistent with the current environment.

Nutanix Deployment:

- The latest recommended Long-Term Support ("LTS") release will be utilized for the Nutanix Cluster and Prism Central.
- The Production site will have sufficient power, rack space, and free network ports to accommodate the installation of the new equipment in parallel with the current equipment.
- Client shall provide all required Windows Server and application licensing.
- During VM migration, eGroup shall periodically, rather than continuously, monitor progress.
- Client will provide a single POC for eGroup to create vendor support accounts.
- eGroup will work with Client to evaluate any VMs migrated to the new Nutanix platform:
 - Client will be required to validate with the vendors to ensure the supportability of the Nutanix AHV hypervisor.
- Only Operating Systems supported by Nutanix and the OS Vendor will be migrated using the Nutanix Move tool. If the OS is not currently supported, eGroup will not provide any support for the VM migration.
- Monterey will be responsible for configuring and validating backup configurations for the Nutanix-based AHV VMs migrated to the new infrastructure:
 - eGroup will provide guidance and best practices for backing up these new VMs; however, it is the responsibility of Monterey to ensure backups of VMs are removed from the current vSphere environment after migrating to AHV.

6.5 Project Completion Criteria:

The project will be considered complete when the following criteria have been met:

- All objectives outlined within this document have been completed.
- All deliverables have been provided.
- All approved change orders have been fulfilled.

7 Project Management

eGroup Enabling Technologies shall provide project management services to lead the execution of this project from inception to completion. The project manager shall develop and implement project controls to facilitate the management of project tasks and communication of project status. The project manager shall work in close collaboration with Client to ensure the project is meeting expectations and to ensure that Client is also fulfilling its responsibilities on the project. The tasks to be performed by the eGroup Enabling Technologies project manager are as follows:

1. Secure resources to complete the project tasks assigned to eGroup Enabling Technologies.
2. Coordinate all eGroup Enabling Technologies-provided services throughout the course of the project.
3. Serve as the central contact for project communication, escalation, and issue resolution.
4. Build and maintain the master project plan.
5. Provide periodic status updates to designated Client contacts and project participants with at least weekly frequency.

7.1 Start of Work:

The start of this project's work will be dependent upon engineer availability. eGroup Enabling Technologies' typical lead time for professional services is four to six (4-6) weeks upon completion of the following activities: Execution of this Statement of Work, Client's approval of the project delivery schedule, completion of project prerequisites, and, if applicable, availability of required hardware and/or software.

7.2 Technical Resource Scheduling:

eGroup Enabling Technologies schedules technical resources in 4-hour blocks, at a minimum, in either the morning (8:00 am - 12:00 pm ET) or the afternoon (1:00 pm -5:00 pm ET). These scheduling windows can be adjusted for Client's local time zones, in accordance with General Assumptions stated below.

7.3 Schedule Deviation Policy:

eGroup Enabling Technologies, in collaboration with Client, will develop a project schedule that appropriately plans the delivery of services in a manner that best assures a successful outcome. As such, Client's Project Manager will work with Client to plan the delivery cadence of this project.

Should the requirement for changes to the jointly approved delivery schedule arise, Client shall notify their eGroup Enabling Technologies Project Manager at least two (2) days in advance of prescheduled activities. Given the impact of such delays on eGroup Enabling Technologies' resource management processes, Client may be invoiced \$1,000 for postponements or cancellations for which two (2) business days' advance notice is not provided.

7.4 Work Stoppage Policy

Should Client introduce project delays related to non-decision, lack of response, or other generally avoidable causes, eGroup Enabling Technologies reserves the right to invoice for services rendered up to the time of stoppage.

Should an unexpected stoppage in work occur, and depending upon its nature, eGroup Enabling Technologies will conduct a comprehensive Project Review prior to restarting work. This Project Review is intended to address several critical factors including, but not limited to:

- Revalidation of the Scope of Services.
- Revision of the project delivery plan.
- Review of the project budget.

Unexpected work stoppages have an impact on the project scope, budget, and timeline. Should a stoppage of work occur, eGroup Enabling Technologies will review and determine the necessity of a Change Order to resume work. Should a Change Order be deemed necessary, work may not restart until a Change Order has been executed between eGroup Enabling Technologies and Client.

8 Scope Exclusions

The following tasks are beyond the scope of services to be provided by eGroup Enabling Technologies during this engagement:

- Any task not explicitly described as within the scope of this engagement.
- Corrective measures for any issues or risks identified during this engagement.

All services requested beyond the Project Scope described above will need to be addressed via the Change Control Process described later in this document.

9 Deliverables

At the conclusion of this engagement, eGroup Enabling Technologies shall deliver the final versions of deliverables produced and maintained throughout the course of project activities.

Infrastructure Refresh Planning and Design | Nexus Design:

- **System Design:** Detailed configuration specifications for the new Production Network infrastructure.
- **System Design:** Detailed configuration specifications for the new Production systems.
- **Server Migration Plan:** Schedule and procedures for migrating virtual servers to the new Nutanix infrastructures at the Production Site.

Cisco Networking Deployment:

- **Engineering Daily Work Logs:** Detailed configuration specifications for the Infrastructure Refresh, delivered in email form.
- **Operational Infrastructure:** New Cisco Nexus switches deployed in the Production Site.

Nutanix Deployment:

- **Engineering Daily Work Logs:** Detailed configuration specifications for the Infrastructure Refresh, delivered in email form.
- **Operational Infrastructure:** New Nutanix systems deployed in the Production Site.

Documentation and System Handoff:

- **As-Built Configuration:**
 - Low-level solution design, including configuration, connectivity, IP Addresses, and credentials.
 - Diagrams of Physical and Logical Connectivity.
- **Client Handoff:** Client Handoff of hardware provided with Solution Knowledge Transfer.

10 Estimated Duration

Based on the work effort listed herein, and unless otherwise represented elsewhere in this Statement of Work, this engagement is forecasted to be complete no later than ninety (90) calendar days from the date of execution of this Statement of Work or from the date of delivery of the last piece of equipment that is physically required to complete the engagement, whichever is later.

This timeline reflects the work effort associated with each activity contained within this Statement of Work and the sense of urgency both parties acknowledge for completing the stated tasks. This timeline would not accommodate any change in scope, issues encountered, planned/unplanned maintenance windows, or other timeline-impacting business reasons experienced during execution. This timeline assumes that all customer-invoked processes and activities, including but not limited to change control procedures, will not introduce delays in the implementation of project tasks that would lead to a slip in the end date.

To ensure all parties maintain a sense of urgency towards completing the engagement, tasks not completed within this timeline are subject to additional time and materials service fees outside of this Statement of Work. The eGroup Enabling Technologies Project Manager will work proactively with Client's team to ensure the engagement remains on track for completion within this timeframe.

11 Project Fees and Billing

The services associated with this project shall be provided on a Fixed Fee basis. The fixed fee for the services for this project is \$19,000.00.

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12 Assumptions and Customer Responsibilities

12.1 General Assumptions:

This SOW is based upon the following assumptions:

1. eGroup Enabling Technologies will perform project work as required by the work breakdown structure without more than a 2-day break of activity except for any planned Holidays unless this break is requested by Client.
2. eGroup Enabling Technologies will provide project personnel knowledgeable with the aforementioned products based on the skills required at the appropriate times and in accordance with the work breakdown structure.

12.2 Customer Responsibilities:

If the project is to be successful, Client must commit to the following obligations:

General:

1. Provide a single point of contact for project coordination between Client and eGroup Enabling Technologies. This contact shall be responsible for ensuring Client project personnel are on target with their assigned duties in accordance with the project plan.
2. Ensure all essential stakeholders are available to eGroup Enabling Technologies throughout the duration of this engagement.
3. Provide eGroup Enabling Technologies with high priority access to team members with knowledge of current technology configurations and operational processes and with responsibility for administering the technologies that will be impacted by this project.
4. Make timely decisions in collaboration with eGroup Enabling Technologies regarding escalated or critical issues as they arise during the project.
5. Assume responsibility for management and coordination of all non-eGroup Enabling Technologies managed vendors.
6. Ensure necessary backups have been successfully made and are available for data recovery.
7. Ensure eGroup Enabling Technologies has appropriate access to buildings and spaces as required.
8. Provide escorts when eGroup Enabling Technologies personnel are required to access secure areas.
9. Provide suitable work area spaces and LAN connections that enable access to the Internet and email for eGroup Enabling Technologies' on-site project team as required.
10. Ensure adequate access to wiring/equipment rack areas, if needed.
11. Identify and communicate any applicable compliance and regulatory mandates to eGroup Enabling Technologies.
12. Provide eGroup Enabling Technologies with all relevant system and network documentation, including configuration information, as requested.
13. Provide access with proper licenses to all necessary tools, software, and third-party products required for eGroup Enabling Technologies to complete assigned project tasks.
14. Maintain active vendor maintenance agreements for the technology impacted by this project or otherwise obtain vendor maintenance as required to support the technology throughout this project's duration.
15. Provide eGroup Enabling Technologies with the primary contact for each vendor supporting Client's IT infrastructure as requested, including, but not limited to, ISP and circuit providers.

16. Notify eGroup Enabling Technologies project management of any unscheduled or scheduled projects outside of this implementation that might interfere with the project schedule.
17. Schedule and obtain any downtime windows reasonably required to keep the project on schedule.
18. Provide eGroup Enabling Technologies with advance notification of any change that is to be introduced in the IT environment and together assess the potential impact of the change on this engagement prior to its implementation. When business needs preclude advance notification Client shall notify eGroup Enabling Technologies of such a change within the same business day that the change is implemented.

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CST Server Deployment and VM Migration:

- Client will review the Enterprise CAD ISR for accuracy, and provide input for IP Addresses and Hostnames for each Virtual Server to be deployed to ensure that they meet any organizational requirements.

12.3 Customer Environment Access Protocol:

As part of eGroup Enabling Technologies' commitment to assuring secure and protected Client environments. eGroup Enabling Technologies requires the use of named accounts for all eGroup Enabling Technologies resources who will engage in activities that involve access to on-premises or cloud-based Client-owned systems. eGroup Enabling Technologies strongly recommends not utilizing shared accounts. The use of shared accounts can lead to an increase in system vulnerability, as well as a reduction in auditing and compliance capabilities. Client accepts all liability for the use of shared accounts.

eGroup Enabling Technologies asks that the following policies be applied to accounts created for eGroup Enabling Technologies resources engaging in project work:

- Based on the initial project plan, the account expiration be set to 8 AM on the day following the scheduled project completion. The eGroup Enabling Technologies Project Manager shall request extensions as necessary to accommodate project delays, change orders, or other events that may cause a project to take longer than initially anticipated.
- Named user accounts shall be configured to require password resets per the Client's standard policy and shall not be set to disable required password changes.
- The length and complexity of named user account passwords shall be configured per the Client's standard policy. eGroup Enabling Technologies suggests that passwords be at least 10 characters in length and utilize a combination of upper and lower-case numbers, numeric values, and special characters i.e., strong passwords.
- A named user account shall be granted no more than the minimal required permissions to perform the specific tasks assigned to the eGroup Enabling Technologies resource.
- For larger projects that involve multiple systems, care shall be taken to not grant a single named user account access across those systems in such a way that could lead to a system-wide compromise. For example, the ability to create and set permissions on Active Directory accounts, as well as the ability to modify Access Control Lists on network security devices shall not be granted. In these cases, separate accounts may be created, or eGroup Enabling Technologies resources will collaborate sufficiently to complete the necessary objectives.

If Client requires and would like assistance in remediating insecure environments to ensure that the policies above can be implemented and enforced, eGroup Enabling Technologies can provide these services through a separate agreement or change request.

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13 Change Control Process

As eGroup Enabling Technologies and Client collaborate on this project, it is possible that either party will find reasons to change the scope, timeline, or overall budget.

While this need might be identified by a member of Client's team or a member eGroup Enabling Technologies' team, eGroup Enabling Technologies' Project Manager will handle documentation and communication of the change to Client's designated point of contact. eGroup Enabling Technologies and Client shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected.

14 Project Team

eGroup Enabling Technologies Team:

The Project Manager is the person responsible for ensuring that the Project Team completes the project. The Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. It is also the responsibility of the Project Manager to secure acceptance and approval of deliverables from the Project Sponsor and Stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope.

Engineers are responsible for executing tasks and producing deliverables as outlined in the Project Plan and directed by the Project Manager, at whatever level of effort or participation has been defined for them.

The Executive Sponsor acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities, and is a decision-maker for the project.

Stakeholders are all those groups, units, individuals, or organizations, internal or external to our organization, which are impacted by, or can impact, the outcomes of the project.

Client Team:

eGroup Enabling Technologies engineers will work with a Primary Contact for each architecture type throughout the project. This person is responsible for maintaining the systems after the eGroup Enabling Technologies engineers have completed the project and provide key data as the project is being completed. This person will shadow eGroup Enabling Technologies' engineers as needed and should review documentation.

The Secondary Contact is someone who can handle issues and escalations should the primary contact be indisposed during the project and after the project is complete. This person will shadow eGroup Enabling Technologies' engineers as needed and should review documentation.

15 Escalation Path

Engineers and Organizational Change Management Consultants will work closely with the assigned primary point of contact to manage project issues, risks, and change requests as described in the sections above. The standard escalation hierarchy for review and approval and/or dispute resolution is as follows:

1. Project Team (assigned Project Manager, Change Management Consultant, Engineers).
2. eGroup Enabling Technologies Director of Project Management.
3. Executive Sponsor.

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1 Terms and Conditions

1. Purpose and structure of agreement.

- a. Purpose of agreement. eGroup Enabling Technologies desires to enter into an agreement for the provision of certain software products (the "products") and/or services (the "services") to client.
- b. Structure of agreement. The agreement (as defined below) consists of (i) the provisions set forth in this MSA and the exhibits referenced herein, (ii) any SOWs (as defined below) executed by the parties pursuant to the terms of this MSA, including any schedules or exhibits referenced in each such SOW and (iii) any POs (as defined below) executed by the parties pursuant to the terms of this MSA. The parties agree to the terms and conditions set forth in this MSA. Each SOW and/or PO shall be incorporated into this MSA, and the applicable portions of this MSA shall be incorporated into each SOW and/or PO. This MSA and any SOWs and/or POs are herein collectively referred to as the "Agreement."
- c. Definitions. All capitalized terms used in the MSA, SOWs, or POs shall have the meanings set forth in Exhibit A attached hereto. Other capitalized terms used in the agreement are defined where they are used and have the meanings so indicated.
- d. Statements of Work and Purchase Orders. The services and products will be described in and be the subject of (i) one or more statements of work (each an "SOW" and collectively, "SOWs") executed by the parties pursuant to this MSA, (ii) one or more Purchase Orders (each a "PO" and collectively, "POs") executed by the parties pursuant to this MSA, and (iii) this MSA. In the event of a conflict, the provisions of any SOW or PO shall be governed by the terms of this MSA, unless an individual SOW or PO indicates the clear intent of the parties that such conflicting term prevails over a provision of this MSA.

2. The services and products.

- a. eGroup Enabling Technologies will perform certain services and create or provide certain products, as more particularly described in the SOWs and/or POs which will be entered into from time to time and, upon execution by the parties, will be incorporated and made part of this agreement. No obligation to provide any services shall be incurred by eGroup Enabling Technologies prior to receipt of an SOW, signed by both parties and a PO, signed by client, that authorizes the performance of such services. The existence of this MSA shall not be construed as imposing any obligation upon eGroup Enabling Technologies to agree to an SOW and/or PO or to otherwise perform any services for client; provided, however, that the terms and conditions set forth in this agreement shall govern all matters between the parties for the duration of this MSA and any SOWs and/or POs issued hereunder.
- b. At a minimum, (i) each SOW will include: (a) a description of each party's obligations, including the services and/or products to be furnished by eGroup Enabling Technologies; (b) an estimated performance schedule; (c) completion criteria that eGroup Enabling Technologies will meet to fulfill its obligations under the SOW; (d) the applicable fees and payment terms related thereto; (e) terms related to the change management process pursuant to which change orders are issued and (f) identification of primary contacts for eGroup Enabling Technologies and client; and (ii) each PO will include: (a) the SOW project name and this MSA number, (b) the specific services and/or products, (c) quantity, (d) total purchase price, (e) bill-to and ship-to addresses, and (f) any other special instructions.
- c. The parties acknowledge and agree that during the term of the agreement, the services may be modified and/or expanded from time to time upon a written change order executed by an authorized representative of each party, as set forth in the applicable SOW. For the

sake of clarity, any services that are performed outside of the scope of the SOW (including, but not limited to, any modifications to such scope based on discoveries during the initial implementation meeting) will require a change order. Any change order will be subject to eGroup Enabling Technologies' then current time and materials rate.

- d. eGroup Enabling Technologies will perform the services during eGroup Enabling Technologies's and client's normal business hours unless otherwise agreed. Access to client's place of business outside of normal hours will be at the discretion of client's it staff, as set forth in the applicable SOW or PO, and must be mutually agreed upon by client and eGroup Enabling Technologies. Client agrees to comply with all reasonable requests of eGroup Enabling Technologies and shall provide eGroup Enabling Technologies's personnel with access to all documents and the facilities as may be reasonably necessary for the performance of the services under the agreement. Client agrees to furnish without charge adequate space at client's premises for use by eGroup Enabling Technologies's personnel while performing the services.
- e. eGroup Enabling Technologies shall have a lead-time of up to 30 days to schedule services from the date that the signed PO is received from client. eGroup Enabling Technologies reserves the right to reschedule services based upon events outside of eGroup Enabling Technologies's control. In addition, eGroup Enabling Technologies is not responsible for the failure to perform services in the event that eGroup Enabling Technologies is unable to access client's place of business which is caused by client, client's staff, or other associates or third parties operating under the control of client.
- f. Products shipped are F.O.B. points of origin. Title to and risk of loss of all products shall pass from eGroup Enabling Technologies to client upon delivery of products to the carrier. Client shall pay all freight, handling, delivery, special packing, and insurance charges for shipment of products. Choice of carrier and shipping method and route shall be at the election of eGroup Enabling Technologies. eGroup Enabling Technologies shall have the right to deliver all products at one time or in separate shipments from time to time, within the time for delivery provided in the applicable SOW or PO. Client agrees to inspect and/or test the products promptly upon receipt.
- g. Upon completion of the services and/or delivery of the products, client will review the services and products to confirm that the services and/or products meet client's reasonable business requirements and comply with the specifications in the applicable SOW. Client shall notify eGroup Enabling Technologies in writing within 30 days after completion of the services and/or delivery of the products of any defects or discrepancies in the quality or quantity, and eGroup Enabling Technologies will use its best efforts to correct said deficiencies and redeliver the services and/or the products. The passage of the 30-day period after completion of the services and/or delivery of the products without the notification described herein shall constitute client's final acceptance of such services and/or products.
- h. Notwithstanding anything herein to the contrary, no item will be accepted for return without a valid return number. Due to manufacturers' restrictions, eGroup Enabling Technologies reserves the right to refuse a product for return. Certain items such as software, special orders and discontinued products are sold "as is" and cannot be returned. If a returned product is not defective, eGroup Enabling Technologies reserves the right to assess a restocking charge. Final acceptance of the return is conditional upon receipt of the product in "like new" condition with all parts, packing materials and documentation intact. eGroup Enabling Technologies reserves the right to refuse a return which is not in "like new" condition. COD shipments will be refused.

- i. Client acknowledges and agrees that eGroup Enabling Technologies may use subcontractors and consultants to perform the services to be provided under this agreement.

3. Fees and expenses.

- a. **Fees.** As compensation for performing all services specified in this agreement and for assuming all duties, responsibilities, and obligations required by this agreement, client will compensate eGroup Enabling Technologies for all fees (the "fees") incurred in accordance with (i) first, the terms of this MSA and any SOW and/or PO entered into by the parties; and (ii) notwithstanding anything to the contrary set forth in this MSA or the applicable SOW, the rates specified in either: (a) eGroup Enabling Technologies's then-current price list, less any applicable discount at the time of eGroup Enabling Technologies's acceptance of client's PO or (b) a written price quotation submitted by eGroup Enabling Technologies. eGroup Enabling Technologies may increase the hourly rate charges for the services by providing client with at least 15 days written notice of such increases. Rates are exclusive of taxes, levies, duties, governmental charges, and expenses (with the exception of any eGroup Enabling Technologies's income taxes), which amounts will be billed to and paid by client (or, if applicable, client shall provide eGroup Enabling Technologies with tax exemption certificates reasonably acceptable to eGroup Enabling Technologies). Applicable taxes, if any, will be billed as a separate item on the invoice. eGroup Enabling Technologies reserves the right to increase the fees in the event that client determines any withholding tax obligation prevents eGroup Enabling Technologies from receiving the specified fees for such services pursuant to this Section 3(a).
- b. **Expenses.** Client shall reimburse eGroup Enabling Technologies for reasonable expenses incurred by eGroup Enabling Technologies in connection its performance under this agreement, including, but not limited to: (i) installation, relocation and removal charges relating to any service and (ii) travel, meals and lodging associated with the services (together, the "expenses"). For the sake of clarity, such expenses will be invoiced monthly during the term of this agreement.
- c. **Billing and payment.**
 - I. eGroup Enabling Technologies shall prepare and submit invoices to client at vaughtj@countyofmonterey.gov for (a) all services performed, and expenses incurred in accordance with the terms provided in the applicable SOW and (b) any products delivered, on or any time after the completion of the delivery. The invoice shall set forth the amounts claimed by eGroup together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Client shall certify the invoice, either in the requested amount, or in such other amount as the Client approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
 - II. Unless this agreement is otherwise terminated pursuant to Section 4, any block of hours agreements, as set forth in the applicable SOW, will be valid for one year from the date set forth therein. Any unused hours, as set forth in such SOW, will be forfeited after the one-year period and client will not be entitled to a refund for any unused hours.
 - III. Payments due under this agreement must be made by wire transfer, certified check, bank check, valid visa, American express or master card credit card or such other method as may be agreed upon by eGroup Enabling Technologies; provided,

however, that eGroup Enabling Technologies will charge a fee equal to 3% of the aggregate amount of any such payments due under this agreement, for accepting payment by way of credit card. Client shall have no right of offset or withholding under this agreement. If any amounts due to eGroup Enabling Technologies from client becomes past due for any reason, eGroup Enabling Technologies may, at its option and without further notice, withhold further services until all invoices have been paid in full, and such withholding of services shall not be considered a breach or default of any of eGroup Enabling Technologies's obligations under this agreement.

Any payments made via wire transfer should be sent to:

eGroup Enabling Technologies
PO Box 122210
Dallas, TX, 75312

US Wire Instructions:
Woodforest National Bank
25231 Grogan's Mill Rd.
The Woodlands, TX 77380
Routing/ABA: 113008465
Account Number: 1312046657

- iv. **Disputed charges.** This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for client withholding payment. Notice of any disputed charge does not release client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, eGroup Enabling Technologies will issue a credit memo or client will pay the total amount outstanding referenced by the dispute.
 - d. **Compliance with laws; permits and licenses.** Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted under this agreement. It shall be the responsibility of client to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the services under this agreement, unless otherwise specified in an SOW and/or PO. If required for installation of products delivered to client, client is responsible for purchasing the minimum number of licenses to support the appropriate solution.
- 4. Term and termination.**
- a. **Term of agreement.** The term of this agreement shall commence on the Signature Date of both parties on this agreement and will continue until 06/25/2025, unless agreed to be extended beyond that date by both parties in writing. Either party gives notice to the other party of its intent to terminate this agreement as provided herein; provided, that, if at the expiration of this agreement, there is an outstanding SOW or PO that has not been completed, this agreement will remain in effect until (i) the date of expiration or termination of such SOW or PO, or (ii) the date upon which the products and/or services to be provided thereunder have been delivered (and if applicable, accepted by client), whichever is later.
 - b. **Termination for breach.** Either party may terminate this agreement at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this agreement that remains uncured: (i) in the event of a monetary breach, five calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after 30 days following written notice thereof. The non-breaching party shall have the right to suspend its performance under this agreement during any such notice period

under this Section 4(b). Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

- c. **Termination for bankruptcy, insolvency, or financial insecurity.** Either party may terminate this agreement immediately at its option upon written notice if the other party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this agreement pursuant to 11 U.S.C. §365.
- d. **Termination for convenience.** Notwithstanding anything in the applicable SOW or PO to the contrary, either party may terminate this agreement at any time with or without cause by giving 30 days prior written notice.
- e. **Effects and obligations upon termination.**
 - I. Each service provided hereunder will terminate immediately upon termination of this agreement, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the parties in writing. If, following termination of this agreement, client places pos and eGroup Enabling Technologies accepts such pos, then any such pos will be governed by the terms and conditions of this agreement notwithstanding the earlier termination of this agreement, unless the parties have entered into a subsequent master service agreement; provided, however, that acceptance by eGroup Enabling Technologies of any such po will not be considered a renewal of this agreement.
 - II. Termination of this agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall immediately pay eGroup Enabling Technologies for all services rendered and expenses incurred prior to termination; provided, however, that with respect to any SOW or PO issued hereunder that is the basis for the termination and is payable on a milestone or progress-payment basis, client will pay eGroup Enabling Technologies a pro rata amount of the fees due under such SOW or PO based on the percentage of completion. Upon termination, each party shall return the other party's confidential information that is in its possession at the time of termination, in accordance with Section 9 and client shall promptly return to eGroup Enabling Technologies any equipment, materials or other property of eGroup Enabling Technologies relating to the terminated services which are in client's possession or control.

5. Security interest.

- a. For and in consideration of the granting of terms to client, by eGroup Enabling Technologies, client hereby grants to eGroup Enabling Technologies a security interest in any and all equipment, purchased by client from eGroup Enabling Technologies to secure all obligations of client to eGroup Enabling Technologies, including but not limited to any obligation of payment. The security interest granted to eGroup Enabling Technologies shall

also cover all property of the same character as that covered by this security agreement that client may later acquire at any time until the termination of this security agreement. Client agrees that in the event of default in any payment and failure to cure same within a reasonable time, eGroup Enabling Technologies shall have, in addition to its rights under the law, the right to repossess such goods without further operation of law and without notice to client. Client further agrees to execute any additional documents necessary to perfect or continue the security interest created by this agreement.

- b. eGroup Enabling Technologies may, at its sole option, withhold delivery of all or any part of any order or cancel the order if at any time client's account with eGroup Enabling Technologies is in arrears. If at any time, client is in arrears on account, eGroup Enabling Technologies may then cancel this agreement and seek redress for damages, including lost profits, offsetting any deposit there against, and further recover its costs including reasonable attorney fees.
- 6. Work performed.** Client is responsible for maintaining current backups of all data and as such, eGroup Enabling Technologies is not responsible for client's loss of data during the term of this agreement. eGroup Enabling Technologies shall take commercially reasonable efforts to ensure that no virus or similar items are coded or introduced into the services or products. If a virus is found to have been introduced into the services or products, eGroup Enabling Technologies will promptly notify client and eGroup Enabling Technologies shall use commercially reasonable efforts to eliminate the effects of the virus; provided, however, that unless it is ultimately determined that such virus was introduced by eGroup Enabling Technologies, such assistance will be billed to client at eGroup Enabling Technologies's then current time and material rates.
- 7. Warranty.**
- a. The services to be performed hereunder are in the nature of network system integrations. eGroup Enabling Technologies does not warrant in any form the results or achievements of the services provided or the resulting work product and deliverables. eGroup Enabling Technologies only warrants that that the services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.
 - b. With respect to particular products manufactured or supplied by third parties to eGroup Enabling Technologies for resale to client, eGroup Enabling Technologies makes no warranties of any kind in addition to or exceeding the warranty supplied or offered by the respective manufacturer or supplier, which shall be transferred or assigned to client, and client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by client for breach of product warranty, eGroup Enabling Technologies must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At client's request, eGroup Enabling Technologies agrees to take all actions reasonably necessary or appropriate to secure client's rights and to protect its interests under such third-party warranties. Work performed by eGroup Enabling Technologies, not covered by product warranty, will be invoiced to client.
- 8. Disclaimers of express and implied warranties.** Except as expressly provided in Section 7 (warranty), eGroup Enabling Technologies makes no representation, warranty, or guaranty as to the reliability, accuracy, or completeness of the products or services, or the results which may be obtained therefrom. Except as set forth in Section 7 (warranty), each party expressly disclaims all other representations or warranties, conditions and representations related to the subject matter of this agreement, whether express, implied, statutory, or otherwise, including, but not limited to, implied warranties of fitness for a particular purpose, noninfringement, and merchantability.

eGroup Enabling Technologies does not warrant that the products, as configured by eGroup Enabling Technologies or otherwise, will meet client's requirements or expectations, particular legal requirements or will perform in a certain way. eGroup Enabling Technologies does not warrant that the use of products or services that it supplies or provides will prevent data breach, avoid loss of data, avoid interruption of access to data or computer services. eGroup Enabling Technologies shall not be liable for any services or work product or deliverables provided by third party vendors identified or referred to client by eGroup Enabling Technologies during the term of this agreement, pursuant to any SOW, PO or otherwise. Client's exclusive remedy for breach of Section 7 (*warranty*) is reperformance of the services, or if reperformance is not possible or conforming, refund of amounts paid under this agreement for such non-conforming services.

9. Confidentiality.

- a. **Confidential information.** The parties acknowledge that by reason of their relationship to the other under this agreement, each may disclose or provide access ("discloser") to the other party ("recipient") certain confidential information. For purposes of this agreement, "confidential information" shall mean (i) information concerning a party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a party and its affiliates that may be at any time furnished, communicated or delivered by the disclosing party to the receiving party, whether in oral, tangible, electronic or other form; (ii) This agreement is not confidential (iii) information acquired during any tours of or while present at a party's facilities; and (iv) all other non-public information provided by the disclosing party under this agreement that should reasonably be expected by the recipient to be proprietary or confidential in nature. In no event shall eGroup Enabling Technologies's use or disclosure of information regarding or relating to the development, improvement, or use of any of eGroup Enabling Technologies's services or products be subject to any limitation or restriction. All confidential information shall remain the property of discloser.
- b. **Use of confidential information; standard of care.** Except as otherwise provided in this agreement, recipient hereby agrees that it shall only use discloser's confidential information in furtherance of its performance obligations under this agreement and agrees not use such confidential information for any other purpose or for the benefit of any third party, without the prior written approval of discloser. Notwithstanding the foregoing, recipient may disclose confidential information to those employees, independent contractors, and advisors (including accountants, auditors, attorneys, financial or other advisors) who have a need to know such information, and who are bound to keep such information confidential. Recipient shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect discloser's confidential information from any unauthorized use, disclosure, dissemination, or publication. Recipient will be primarily responsible and liable for any breaches of the confidentiality obligations in this Section 9 and shall immediately advise discloser of any violation of the terms of this Section 9 and shall reasonably cooperate with discloser in relation thereto.

- c. **Exceptions.** Confidential information does not include any information that: (i) has entered the public domain, except where such entry is the result of the recipient's breach of this agreement, (ii) prior to disclosure under this agreement was already rightfully in recipient's possession, (iii) subsequent to disclosure under this agreement was obtained by the recipient on a non-confidential basis from a third party who has the right to disclose such information to recipient, or (iv) is disclosed by recipient with discloser's prior written consent.
- d. **Required disclosures.** If recipient is confronted with legal action to disclose confidential information received under this agreement, recipient shall, unless prohibited by applicable law, provide prompt written notice to discloser to allow discloser an opportunity to seek a protective order or other relief it deems appropriate, and recipient shall reasonably assist discloser in such efforts. If disclosure is nonetheless required, discloser shall limit its disclosure to only that portion of the confidential information which it is advised by its legal counsel must be disclosed.
- e. **Unauthorized use or disclosure of confidential information; equitable relief.** In the event recipient discovers that any confidential information has been used, disseminated, or accessed in violation of this agreement, it will immediately notify discloser; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this agreement. The parties agree and acknowledge that any breach or threatened breach regarding the treatment of the confidential information may result in irreparable harm to discloser for which there may be no adequate remedy at law. In such event, discloser shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this agreement, in addition to all other remedies available in law or at equity.
- f. **Return of confidential information, survival.** Recipient shall promptly return, and shall cause its representatives to promptly return, or, at discloser's option, certify destruction of all copies of confidential information at any time upon request or within 30 days following the expiration or earlier termination of the agreement. Notwithstanding any expiration or termination of this agreement, recipient's obligation to protect the confidential information pursuant to this Section 9 will survive for two years after the expiration or earlier termination of this agreement.
- g. **Use of client's name.** Notwithstanding anything to contrary in this agreement, with client's prior approval, eGroup Enabling Technologies may use client's name, trade name, service marks, trademarks, trade dress and logo as a client reference, including a general description of the services provided to client by eGroup Enabling Technologies, in its resumes, client list, case studies, and in other promotional information including, but not limited to, press releases, brochures, reports, letters, white papers and electronic media, such as email or web pages.

10. Ownership.

- a. This agreement and any SOWs issued pursuant hereto (including the proposed combination of products and/or services contained therein) constitute intellectual property owned exclusively by eGroup Enabling Technologies that is based on work performed in preparing these documents. Except as set forth in Section 9, neither this agreement nor any SOWs and/or pos are to be shared or disclosed by client to any person or entity in any manner without eGroup Enabling Technologies's prior written consent.
- b. This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for client shall belong to eGroup Enabling Technologies. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of eGroup Enabling Technologies hereunder are and shall remain the sole and absolute property of eGroup Enabling Technologies, subject to a worldwide, non-exclusive license to client for its internal use as intended under this agreement. This agreement does not grant client any license to any of eGroup Enabling Technologies's products, which products must be licensed separately.
- c. Notwithstanding anything in this agreement to the contrary, each party will retain the exclusive ownership of all of its pre-existing intellectual property, confidential information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any services, or that are otherwise developed by or for such party outside the scope of this agreement (the "pre-existing technology").
- d. Notwithstanding anything in this agreement to the contrary, eGroup Enabling Technologies owns and will continue to own all right, title, and interest in and to all of eGroup Enabling Technologies's pre-existing technology and the services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by eGroup Enabling Technologies (or a third party acting on eGroup Enabling Technologies's behalf) pursuant to this agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively, the "eGroup Enabling Technologies intellectual property").
- e. Notwithstanding anything in this agreement to the contrary, client at all times retains all right, title, and interest in and to all of client's pre-existing technology and all intellectual property that is developed by client or by a third party on client's behalf thereafter, other than eGroup Enabling Technologies intellectual property. Third party products will at all times be owned by the applicable third party and will be subject to any applicable third-party license terms.

- 11. Third Party Service Providers.** eGroup reserves the right to engage third-party service providers ("Service Providers") to facilitate the provision of Services and Products to Client under this Agreement, including but not limited to IT and system administration and hosting, billing, financial transactions, customer support, internet and connectivity, marketing, production, logistics delivery and maintenance. The Client acknowledges and agrees that eGroup may share information with Service Providers, including Client's Confidential Information and Personal Information, to facilitate the provision of Services and Products, and Client shall obtain all rights and consents necessary or appropriate for the foregoing. eGroup shall take reasonable measures to ensure that Service Providers adhere to confidentiality and data security standards consistent with this Agreement
- 12. Indemnification.** Each party (the "indemnifying party") agrees to indemnify, defend, and hold the other party and its affiliates and their respective officers, directors, employees, and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including attorney's fees and court costs, arising out of the indemnifying party's (a) gross negligence or willful misconduct or (b) its material breach of any of the terms of this agreement. The indemnifying party's liability under this Section 11 shall be reduced proportionally to the extent that any act or omission of the other party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any claim and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice prejudices the defense of the claim. This Section 11 states the entire obligation and the exclusive remedies
- 13. Limitation of liability; actions.**
- a. Except for liability arising under Section 9 (*confidentiality*) and Section 11 (*indemnification*), in no event shall either party or its affiliates be liable to the other party or its affiliates for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.
 - b. Notwithstanding anything to the contrary in this Section 12, the total aggregate liability of either party under this agreement shall not exceed the total amount paid by client to eGroup Enabling Technologies under this agreement. The foregoing limitation of liability shall remain in full force and effect regardless of whether either party's remedies are determined to have failed of their essential purpose. This limitation of liability (i.e., Section 12) does not apply to Section 9 (*confidentiality*) and Section 11 (*indemnification*).
 - c. No action shall be brought for any claim relating to or arising out of this agreement more than one year after the accrual of such cause of action, except for money due on an open account.
- 14. Force majeure.** Either party shall be excused for delays or interruptions in the performance of its obligations under this agreement or the applicable SOW or PO to the extent such delays or interruptions are otherwise not foreseeable and beyond the reasonable control of such party, including but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty ("force majeure"). If force majeure occurs, the party affected by such force majeure shall promptly notify the other party in writing and use its best efforts to abate the effect of such force majeure and restore compliance with the terms of this agreement as soon as possible.

- 15. Non-solicitation.** During the term of this agreement and for a period of 12 months thereafter, each party agrees that it will not, without the prior written consent of the other party, (a) directly or indirectly solicit, recruit or hire any employee of the other party, with whom such party has come into contact with as a result of this agreement or (b) induce or otherwise advise or encourage any employee of the other party, with whom such party has come into contact with as a result of this agreement, to leave his or her employment with the other party; provided, however, that nothing in this Section 14 shall restrict either party's ability to engage or employ any person responding to a public job posting provided the party has not acted in bad faith prior to and after making the public job posting. In the event of a breach of this Section 14, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction against such breach. All the obligations set forth in this Section 14 are independent covenants and will survive termination of this agreement.
- 16. Entire agreement.** This agreement constitutes the entire agreement between eGroup Enabling Technologies and client with respect to the subject matter covered herein and therein and supersede all prior agreements, arrangements, representations, and understandings, whether oral or written, regarding such subject matter.
- 17. Amendment and modification; waiver.** This agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party. The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this agreement operate as a waiver of any breach or default by the other party; nor shall any single or partial exercise of any right, remedy, power or privilege under this agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No modification, extension or waiver of this agreement will be effective unless explicitly set forth in writing and signed by an authorized representative of the party so waiving.
- 18. Successors and Assigns, assignment.** This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. There are no third-party beneficiaries to this agreement. Except as specifically provided in this agreement, client shall not assign this agreement nor any of its rights, interests, or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of eGroup Enabling Technologies. eGroup Enabling Technologies may assign any of its rights or delegate any of its obligations under this agreement. Any purported assignment or delegation in violation of this Section 17 is null and void.
- 19. Severability.** If any provision of this agreement is found by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions or portions not affected by such invalidity, illegality or unenforceability shall remain in full force and effect. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 20. Headings; construction and interpretation.** The headings in this agreement are for reference only and shall not affect the interpretation hereunder. The parties have participated jointly in negotiating and drafting this agreement. In the event that an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this agreement.

- 21. Survival.** Each term and provision of this agreement that should by its sense and context survive any termination or expiration of this agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this agreement.
- 22. Rights cumulative.** The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
- 23. Authorized signatories.** It is agreed and warranted by the parties that the individuals signing this agreement on behalf of the respective parties are authorized to execute such an agreement. No further proof of authorization shall be required.
- 24. Governing law and venue; jury waiver.** This agreement will be governed by and interpreted in accordance with the laws of the state of California, without giving effect to the principles of conflicts of law of such state. The parties hereby agree that any dispute or claim arising out this agreement shall be brought solely in, and shall be subject to the exclusive jurisdiction of, any federal or state court located in Monterey County, California. Each party hereby consents to and submits to the exclusive jurisdiction and venue of any such court. The parties hereby waive trial by jury in any action arising under this agreement.
- 25. Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this agreement, or the breach thereof, shall upon written demand of any party, be settled by three arbitrators in accordance with the commercial arbitration rules then in effect of the American arbitration association, to the extent consistent with the laws of the state of California.
- 26. Good faith.** Each party agrees that, in its respective dealings with the other party under or in connection with this agreement, it shall act in good faith and that its agreement relative to decisions and actions hereunder will not be unreasonably withheld.
- 27. Relationship of the parties.** The relationship between the parties is that of independent contractors. Nothing contained in this agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 28. Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.
- 29. Attorneys' fees and costs.** If either party incurs any legal fees associated with the enforcement of this agreement or any rights under this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs incurred (including, but not limited to, court, arbitration, mediation, or other litigation expenses), in addition to any other relief to which it is entitled.
- 30. Notice.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a pdf document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses provided in this agreement, or subsequently provided by the parties in writing.

Notice for eGroup Enabling Technologies:

Attn: Ben Gaddy

482 Wando Park Blvd. Mt. Pleasant, SC 29464 // email: ops@eGroup-us.com

Notice for County of Monterey:

Attn: Lee Ann Magoski

1322 Natividad Road, Salinas CA 93906 // email: magoskiL@countyofmonterey.gov

Exhibit A: Definitions

“Affiliate” means, with respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

“Change Order” means a document that amends the SOW and/or PO.

“Claim” means any civil, criminal, administrative, regulatory, or investigative action or proceeding commenced or threatened by a Third Party, including Governmental Authorities and regulatory agencies, however described, or denominated.

“Deliverables” means, as further specified in an SOW, results of the Services to be provided by eGroup Enabling Technologies to Client, including output produced in electronic written or verbal form.

“Facilities” means Client and/or eGroup Enabling Technologies facilities at and from which eGroup Enabling Technologies will provide and perform the Services, as set forth in the applicable SOW and/or PO.

“Governmental Authority” means any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-Governmental Authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto or otherwise which exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Intellectual Property” means any and all rights in (a) patents and patent applications, utility models and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part, (b) trademarks, service marks, trade names, corporate names, brand names, trade dress, slogans, logos and all other commercial indicia of origin, together with the goodwill associated with any of the foregoing, (c) trade secrets, knowhow, and confidential information, (d) inventions and invention disclosures (whether patentable or not), (e) copyrights, including in copyrightable works and software, (f) design rights, (g) database and data collection rights, (f) Internet domain names, and (g) other intellectual property or industrial property rights and non-U.S. equivalent or counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world.

“Law” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority.

“Personal Information” means any information or data that identifies, is reasonably capable of being used to identify or could reasonably be identifiable, directly or indirectly, with a particular individual, or any other data or information that constitutes personal data or personal information under any applicable Laws relating to data privacy, data collection, data protection and data security.

"Third Party" means a business or entity other than the Customer or the Service Provider or any of their respective Affiliates.

"Virus" means any code or device which is designed or intended to impair the operation of any computer or database, prevent or hinder access to or the operation of any program or data (whether by altering, erasing, duplicating or rearranging within the computer or any storage medium or device, the program or data in whole or part, or otherwise), including computer viruses, worms, trojan horses and other similar things.