

Memorandum of Understanding

Between

Bridge Pointe Technologies

And

County of Monterey

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Bridge Pointe Technologies (Bridge Pointe) and the County of Monterey (County), a political subdivision of the State of California, in connection with the Customer Letter of Agency executed by Bridge Pointe and County, providing that Bridge Pointe will act as an AT&T Solutions Provider on behalf of County as an "Affiliate" under the terms of the Master Agreement between AT&T and County approved by the County on August 27, 2019. A copy of the Customer Letter of Agency (LOA) executed by Bridge Pointe and County is attached to this Memorandum of Understanding and is incorporated by reference as Exhibit A.

Terms

Bridge Pointe represents that there is no charge to County for Bridge Pointe services rendered to County pursuant to the LOA. Bridge Pointe will not bill County for placing orders with AT&T for County purchase of AT&T products and services.

Bridge Pointe represents that the cost of AT&T services purchased by County, through Bridge Pointe, pursuant to the attached LOA, will not be increased in any manner. County will be charged either State of California CALNET rates or AT&T discounted promotional rates, without imposition of additional charges by Bridge Pointe.

Bridge Pointe agrees that no exclusivity for procurement of AT&T services and products is conferred upon it by the LOA. County remains free to purchase AT&T services directly from AT&T, through another AT&T broker or agent, or by any other lawful procurement method.

Bridge Pointe represents that billing for AT&T products and services purchased by County through Bridge Pointe, pursuant to the attached LOA, will come directly from AT&T. AT&T billings for services and products purchased through Bridge Pointe, pursuant to the attached LOA, will be identical to AT&T billings for services and products purchased directly from AT&T.

The parties agree that the statement in the LOA that County, by virtue of its signature on the LOA, agrees "to all applicable tariffs" is stricken and is of no effect.

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**Memorandum of Understanding
Bridge Pointe Technologies and Monterey County
AT&T Products and Services**

The parties agree that Bridgepointe has no authority to enter into contracts on behalf of County. Thus, the language in the attached LOA, stating that Bridgepointe is "authorized to make changes to [County] accounts via orders for all services provided by AT&T" is stricken from the LOA and is of no effect. Only County retains authority to order services from AT&T and only County can authorize changes to County's AT&T accounts.

Bridgepointe agrees that it will maintain the confidentiality of all data the County discloses to it in order to procure AT&T services and products. Bridgepointe agrees that it will maintain the confidentiality of data regarding the County's account(s) with AT&T. Bridgepointe agrees to the confidentiality terms set forth in the Non-Disclosure Agreement attached as Exhibit B.

The parties agree that the above terms apply to Bridgepointe's performance of the following activities:

- Placing orders for wireless and wireline services with AT&T
- such other AT&T products and services as County may request of Bridgepointe and Bridgepointe agrees to provide

Integration; Amendment; Duration

Together with the attached LOA and Non-Disclosure Agreement, this MOU represents the entire agreement between the parties regarding Bridgepointe's services as a broker of AT&T products and services on behalf of County. Together with the attached LOA and Non-Disclosure Agreement, this MOU supersedes any prior written or verbal negotiations which may have occurred between the parties.

This MOU may only be modified by mutual consent, in writing, by authorized officials from Bridgepointe and the County of Monterey.

This MOU shall become effective upon signature by the authorized officials and will remain in effect for three (3) years from the effective date or until terminated by either party or terminated by mutual consent. Either party may terminate this MOU, including the attached LOA, by providing the other party with fifteen (15) days advance written notice, delivered to the persons identified below. The requirement to maintain the confidentiality of County's data and information, as specified in the Non-Disclosure Agreement, survives the termination of this MOU and the LOA.

Contact Information

Bridgepointe Technologies
Avaneesh Krishna
Enterprise IT Strategist
Avaneesh.krishna@bpt3.net

County of Monterey
Alex Zheng
IT Division Manager
ZhegA@co.monterey.ca.us



Date: 7-23-19

Bridgepointe Technologies

Date: _____

Eric A. Chatham
Director of Information Technology
County of Monterey