

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.

Page 1 of 3

**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: 9/3/19
Eric A. Chatham
Director of Information Technology
County of Monterey

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 8/2/19

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

CUSTOMER LETTER OF AGENCY

Please be advised that we, County of Monterey ("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. and its affiliates ("AT&T")¹, and hereby allow Bridgepointe Technologies, Inc. ("SP") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Agency ("Letter"), SP is authorized to operate as our representative in dealings between us and AT&T in connection with the marketing, sale and purchase of telecommunications, data, information, wireless, and other services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, SP is not authorized to execute any contracts on our behalf.

We understand that it is AT&T's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from AT&T, we hereby authorize AT&T to use our CPNI, share our CPNI with SP, and/or provide SP with access to our CPNI on file with AT&T. We further grant AT&T permission to provide SP access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by AT&T. We acknowledge and agree that any unauthorized disclosure of CPNI by SP will not result in us having any right or remedy against AT&T. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP, AT&T may initiate a credit check and/or access our existing credit information on file with AT&T.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on 8/21/2019 and will remain valid for a period of three (3) years unless revoked in writing by Customer, SP, or AT&T.²



SIGNATURE

Eric A. Chatham
Director of Information Technology Department
1590 Moffett Street, Salinas, CA 93905

Bridgepointe Technologies, Inc.
Ana Chacon
achacon@bpt3.net
SOLUTION PROVIDER ID (SPID) 15336

¹ AT&T means AT&T Telco, AT&T LD, and/or AT&T Corp. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc.; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service or BellSouth Long Distance Service, Inc.

² Written revocation notices must specify the SP's name and be received by AT&T at: AT&T Alliance Channel, Attn: LOA Revocation, 2000 W AT&T Center Dr., Room 4B15B, Hoffman Estates, IL 60192.

NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement (“Agreement”) is between The County of Monterey (hereinafter referred to as “County”), acting through its Information Technology Department, and Bridgepointe Technologies, Inc. (hereinafter referred to as “Company”) a vendor, having a business address at 1900 S Norfolk St, Ste 305 San Mateo, CA 94403.

I. RECITALS

Whereas, Company wishes to receive certain confidential and proprietary information technology information (hereinafter collectively “Information”) pertaining to third party service provider account information and services; and

Whereas the parties agree that this exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above; and

Whereas, Company wishes to receive the Information for the sole purpose of assisting County of Monterey with procurement of third party carrier services; and

Whereas, County is willing to disclose the Information and Company is willing to receive the Information on the terms and conditions set forth herein.

Now, therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:
 - a. Protect and preserve the confidential nature of the Information, including taking reasonable physical, technological, and administrative security measures, and
 - b. Not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been reviewed by County, and
 - c. Exercise at least the same degree of care to maintain the Information as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;
 - d. Use the Information only for the above-stated purpose;
 - e. Restrict disclosure of the Information solely to those employees and sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;
 - f. Advise each such employee or sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

- g. Within fifteen (15) days following the request of County, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials; and,
 - h. Immediately upon sale of Company or merger of Company with a third party, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information or, in County's sole option and discretion, confirm to County, in writing, the destruction of such materials.
2. The Information shall remain the sole property of County.
 3. COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.
 4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, County, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
 5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred, except to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all its assets.
 6. Company shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of Information in a manner not permitted by this Agreement, arising out of, or in connection with, performance of this Agreement by Company and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible indemnification for the County. Company shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Company is obligated to indemnify, defend, and hold harmless the County under this Agreement. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the County and Company.
 7. For purposes of this Agreement, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party.

| COUNTY | COMPANY |
|-----------------------------------|--|
| | Bridgepointe Technologies, Inc. |
| Contact Name / Title | Contact Name / Title |
| Mike Perez, Project Manager | Avaneesh Krishna / Enterprise IT Strategist |
| Information Technology Department | |
| Address | Address 1900 S Norfolk St, Ste 305 San Mateo, CA 94403 |
| 1590 Moffett Street | |
| Salinas, CA 93905 | |
| Telephone | Telephone |
| 831-759-6908 | 408-893-9368 |
| Fax | Fax |
| e-mail | e-mail -- Avaneesh.krishna@bpt3.net |

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and Company's obligations under this Agreement will continue indefinitely.

***** Signatures on the following page *****

| COUNTY OF MONTEREY | | COMPANY | |
|--------------------|--|---------|---|
| | Approve as to Form | | |
| By: | <i>Kay Resner</i> Deputy County Counsel | | |
| Date: | 8/1/19 | | |
| By: | <i>Eric A. Chatham</i> Department Head | By: | Scott Evars |
| Date: | 9/3/19 | | (Signature of Chair, President, or Vice-President) * |
| | | Name: | Scott Evars |
| | | Title: | Co-Founder and CEO |
| | | Date: | June 19, 2019 |
| | | By: | <i>J. P. R.</i> |
| | | | (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer) * |
| | | Name: | Brian Miller |
| | | Title: | Co-Founder |
| | | Date: | 7-23-2019 |

*INSTRUCTIONS: If Company is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Company is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.