

*Cellular Enhancement System  
Monitoring and Maintenance  
Service-Level Agreement*

**Prepared By:  
RSRF**

**For  
County of Monterey**

Effective Date: 6/1/2023  
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Approval Title: Senior Sales Engineer  
Approval Date: 4/13/2023

# Table of Contents

## 1. Cellular Enhancement System Service-Level Agreement

- 1.1 Initial Retention
- 1.2 Term of Agreement

## 2. Definitions

- 2.1 DAS Equipment
- 2.2 Signal Sources
- 2.3 Trouble Ticket
- 2.4 Monitoring
- 2.5 Maintenance
- 2.6 Repairs
- 2.7 Support

## 3. General Overview

- 2.1 Performance Monitoring
- 2.2 Purpose
- 2.3 Assumptions

## 4. Roles and Responsibilities

- 4.1 Parties
- 4.2 Client Responsibilities

## 5. Service Agreement

- 5.1 Service Scope
- 5.2 Service Levels, Rankings and Priority
- 5.3 Service Response
- 5.4 Hours of Coverage, Response Times and Escalation
- 5.5 Telephone and Email Support Availability
- 5.6 Escalation Contact Numbers
- 5.7 Repair Services
- 5.8 Submitting an SLA Request
- 5.9 Enduring Non-SLA Compliance

## 6. Pricing

- 6.1 Consideration for Payment
- 6.2 Taxes

## 7. Future Retention

## 8. Indemnification

## 9. Force Majeure

## 10. Choice of Law; Venue

## 11. Confidentiality

**12. Severability**

**13. Notice**

**14. Entire Agreement**

**15. Amendments**

**16. Assignment**

**17. Authority**

**18.0 Appendix**

## Cellular Enhancement System Service-Level Agreement

This Cellular Enhancement System Service-Level Agreement ( "Agreement" or "Service-Level Agreement" or "SLA") is entered into between Staircase 3, Inc., d/b/a RSRF and ("RSRF" or "Supplier"), a California Corporation, having its principal place of business as 52 Maxwell, Irvine, CA 92618, and **County of Monterey** ("Client"), for the provisioning of services required to support and sustain the Cellular Enhancement System ("System" or "Installed System") installed by RSRF at **855 E. Laurel Dr, Building D Salinas, CA 93905** ("Property").

**WHEREAS**, Client has or intends to enter into a contract with RSRF to design and install the Cellular Enhancement System in the Property and is entitled to certain warranties from RSRF for the functionality of the DAS; and

**WHEREAS**, Client desires to engage Supplier to provide certain ongoing Monitoring and Maintenance services for the DAS; and

**WHEREAS**, Client is willing to continue with the Contract past the original end date solely upon the Client and Supplier's acceptance of the terms and conditions of this Agreement, and Supplier accepts the terms and conditions herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, RSRF and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

### 1.1 Initial Retention

RSRF and Client hereby acknowledge their mutual desire to enter and accept the terms of this document and enter into this formal Agreement, which outlines the parameters of all support services as they are mutually understood by both parties.

### 1.3 Consideration and Payment

Client will be billed annually and payment is due within 30 days of receipt of invoice.

This total payment equates to **\$7,250 yearly for 36 months for a total of \$21,750.**

### 1.4 Terms of Agreement

This agreement shall have an initial term of **36 months** from the effective date of **June 1st, 2023.**

Upon expiration of the initial term, this agreement shall automatically renew for a period of one year until either party notifies the other party in writing as of its intent to terminate this agreement in which case it shall terminate 60 days from the date of the notice.

RSRF shall invoice Client upon each annual renewal, and Client agrees that renewal payments will be due within 30 days of receipt of the Invoice.

## 2. Definitions

### 2.1 DAS Equipment

DAS Equipment shall refer to the equipment installed by RSRF in the Property for distributing the cellular radio frequency signal within the building. The DAS Equipment does not include the Signal Sources, which generate or otherwise transmit the radio frequency signal for each carrier.

RSRF typically installs one or more of three types of DAS architecture, each of which has different components, which are herein collectively referred to as the DAS Equipment. The three types of DAS architecture are: Active DAS, Hybrid DAS, and Passive DAS. Depending on the architecture utilized, DAS Equipment may include:

- headend equipment;
- remote units;
- terminated coaxial cables;
- structured cables;
- directional couplers;
- hybrid couplers;
- signal splitters;
- coaxial cables;
- ethernet cables;
- fiber optic cables;
- distribution antennas, including dome, antenna, yagi and log-periodic types;
- any other additional hardware necessary for distribution of signal within the building.

### 2.2 Signal Sources

The DAS Equipment will be fed by one or more Signal Sources, which provide a radio frequency signal to the DAS for one or more mobile network operators (“MNO”, “Carrier,” or “Operator”). For any given Carrier, one or more Signal Sources may be utilized. Signal Sources for any individual carrier included in the Cellular Enhancement System may include be of one or more of the following types:

- Enterprise small cells
- Off-air antennas with dedicated amplifying units
- Off-air antennas without dedicated amplifying units
- Carrier-provided small cells
- Carrier-provided base station transceivers (“BTS”) or eNodeBs

### 2.3 Trouble Ticket

A Trouble Ticket refers to a performance or connectivity issue identified on the DAS Equipment or Signal Sources either by the Client or by RSRF’s Network Operations team.

### 2.4 Monitoring

Monitoring includes the remote online access of the specified DAS components and automated review of their operational health from Supplier’s Network Operations Center NOC. As part of the Monitoring process, RSRF may receive alarms and be able to perform remote troubleshooting services such as resetting and updating configurations, updating firmware, and making adjustments to the component settings.

## **2.5 Maintenance**

Maintenance shall mean necessary and reasonable activities required so that the DAS operates in conformity in all material respects with the descriptions and specifications of the DAS as defined in the Scope of Work.

## **2.6 Repairs**

Repairs shall refer to the testing equipment following a failure of the equipment; diagnostic examination of the equipment above and beyond identifying a failure; testing to address performance issues that may have arisen due to a failure; repairing or correcting any issues that have occurred due to a failure in the installed equipment; and/or replacement of any equipment that may have failed.

## **2.7 Support**

Support shall mean activities including, but not limited to: remotely addressing and resolving any diagnostic alarms raised remotely from the Supplier's Network Operations Center; providing diagnostic assistance to the Client's designated on-site system administrators in response to reported coverage issues.

## **3. General Overview**

RSRF's Monitoring and Maintenance services ensure that the Cellular Enhancement System is performing correctly and meets the signal coverage and performance requirements of the Client, and that any downtime, alarms, or Client-initiated Trouble Tickets are resolved expeditiously.

### **3.1 Purpose**

The purpose of this Service-Level Agreement is to specify each party's obligations with regards to the Monitoring and Maintenance support services offered by RSRF under this Agreement, including:

- Providing clear descriptions of the Monitoring equipment, software, and services offered to the Client by RSRF.
- Specifying the manner in which Trouble Tickets may be created by the Client.
- Specifying the manner in which the installed Monitoring systems may result in Trouble Tickets being created RSRF's Network Operations Team.
- Establishing clear standards, timelines, and benchmarks for delivery of remote and in-person Support and Repair services by RSRF;
- Specifying RSRF's responsibilities under this Agreement to expeditiously remedy any issues with the Cellular Enhancement System.

### **3.2 Assumptions**

- Major upgrades such as expanding the DAS coverage area, adding 5G or other new wireless technologies or frequencies are not covered by this Service-Level Agreement and will be treated as projects outside the scope of this agreement and negotiated separately.
- Client understands the type of DAS Equipment and Signal Sources that RSRF intends to install as part of the Cellular Enhancement System, that the type and level of Monitoring offered depends upon the specific DAS Equipment and Signal Sources, and that any mutually-agreed-

upon changes or alterations to the DAS Equipment and Signal Sources installed may result in changes to the Monitoring services that RSRF will utilize.

- Client agrees that support requests will be addressed through the creation of Trouble Tickets and that scheduling of all Support and Repairs will be conducted in accordance with the protocols described in this document.

## 4. Roles and Responsibilities

### 4.1 Client

Client grants RSRF a limited non-exclusive and delegable license across necessary portions of the Property generally open and accessible to all employees and/or tenants of the Property (“Common Areas”) as well as IT, IDF, MDF and MPOE closets where DAS Equipment and Signal Sources are deployed in order to install and maintain the DAS Equipment and Signal Sources as generally described in this document, and to the extent reasonably necessary to accommodate site conditions.

The Client agrees and accepts that it is solely their responsibility to maintain AC power, Internet connectivity, and correct firewall configuration as specified by RSRF for the DAS Equipment and Signal Source.

#### 4.1(a) Creating and Resolving Trouble Tickets

**Document issues:** When creating a Trouble Ticket, our NOC team will best be able to assist if there is a clear explanation of the issue. Which carriers are affected? What is the exact behavior experienced by users? Is the issue isolated to a single user or model device?

**Work with our technicians:** In the first stages of diagnosing a problem, a technician will reach out to your on-site contact. They may ask for you to perform simple device-based tests or to check device settings. Your help here helps us resolve issues quickly and efficiently.

**Help schedule access during an on-site visit:** When visiting the site, our technicians often need to access the roof to adjust outdoor antennas, and they’ll need to have access to IDF closets. Arranging this ahead of the technician helps ensure that we’ll be able to get the issue resolved without requiring a second visit.

**Provide your primary contact’s information:** This will allow us to reach out to a specific individual in your organization if our NOC team notices any issues with your Cellular Enhancement System.

Client Primary Contact Name: Steven G. B. Paxton

Client Primary Contact Cell Phone Number: 831-224-0782

Client Primary Contact Email: [paxtons@co.monterey.ca.us](mailto:paxtons@co.monterey.ca.us)

### 4.2 RSRF

RSRF shall install Monitoring equipment, offer Support services, and conduct Repairs to the Cellular Enhancement System as described in this agreement below.

The timeframes, responsibilities, and commitments made by RSRF in this Service-Level Agreement shall not apply if impairments due to AC power, Internet connectivity, or firewall configuration to be maintained by the Client prevent RSRF from establishing a connection to the DAS Equipment and Signal Sources.

RSRF is not obligated to Repair or Support any part of the Cellular Enhancement System which has been damaged as a result of: (i) accident, misuse, or abuse of the System or System component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories) (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, fire, and hurricanes, or (iii) the moving of the System from one geographic location to another, (iv) theft, loss, or damage to the Cellular Enhancement System, whether due to negligence by the Client, or caused by an individual with or without authorized access to the Property.

RSRF is not responsible for the correct operation of the individual user equipment (phones or tablets) of users on the property, and the Client understands and accepts that individual devices may have issues that are outside the scope of this agreement.

## 5. Monitoring

The Monitoring equipment to be installed and services included in this Service-Level Agreement depend upon the device types and models of DAS Equipment and Signal Sources installed as part of the Cellular Enhancement System. The Cellular Enhancement System may include one or more types of DAS Equipment and Signal Sources depending on the scope of the project.

### 5.1 DAS Equipment Monitoring

The sections below describe the Monitoring hardware, software, and services that RSRF will deploy, maintain, and operate for the DAS Equipment, which distributes the Mobile Network Operator's cellular signal within the building. The scope of the DAS Equipment Monitoring hardware, software, and service is described below, and depends on the specific types of DAS Equipment included in RSRF's proposed Cellular Enhancement System deployment.

#### For Active DAS Equipment:

- RSRF will install, update, and otherwise maintain a web-based GUI for local access to the DAS headend and remote unit parameters, alarming functionality, and system provisioning tools.
- RSRF will install a computer ("Monitoring Server") on-site allowing 24/7/365 remote access and configuration of the DAS equipment by RSRF's Network Operation Center.
- RSRF's NOC shall monitor the uptime of the server, to ensure that Internet connectivity, power requirements, and firewall configuration to be maintained by the Client are being met at all times.
- RSRF will monitor all alarms raised by the Monitoring equipment, automatically creating a Trouble Ticket in the event of any of the configured performance parameters falling beneath threshold levels as set by RSRF at the time of installation.

#### For Hybrid DAS Equipment:

- RSRF will deploy a cloud-based monitoring system for the Hybrid DAS Equipment, which includes a comprehensive alarming system informing the RSRF NOC of any changes in donor signal quality or coverage.



- RSRF will monitor all alarms raised by the cloud-based monitoring equipment, creating an “incident” in the event of any of the configured performance parameters falling beneath threshold levels as set by RSRF at the time of installation.

**For Passive DAS Equipment:**

- Passive DAS Equipment is not directly monitored. Instead, any Signal Sources connected to a Passive DAS that allow for monitoring will be utilized to monitor the health of any Passive DAS Equipment.

**6.2 Signal Source Monitoring**

The sections below describe the Monitoring hardware, software, and services that RSRF will deploy, maintain, and operate for the Signal Sources, which originate the Mobile Network Operator’s cellular signal within the building. The scope of the Signal Source Monitoring hardware, software, and service is described below and depends on the specific types of Signal Sources included in RSRF’s proposed Cellular Enhancement System deployment.

**For Carrier-Provided eNodeB and BTS Signal Sources:**

- Monitoring for carrier-provided eNodeB and BTS signal sources shall be performed by the carrier directly, and not by RSRF.
- Any issues raised by the Carrier’s local network teams relating to the Signal Source’s interface and interoperability with the Signal Sources will be treated as a Trouble Ticket by RSRF’s NOC team.

**For Enterprise Small Cells:**

- RSRF will install, update, and otherwise maintain a web-based GUI for local access to all Enterprise Small Cells’ administrative interfaces, allowing access to any configuration parameters, alarming functionality, and system provisioning tools made available by the Enterprise Small Cell manufacturer and as limited by the Carrier’s restrictions on the device.
- RSRF will install a computer (“Monitoring Server”) on-site allowing 24/7 remote access by RSRF’s NOC to the web-based GUIs described above.
- The Monitoring Server will be configured to regularly check the uptime of the Enterprise Small Cells and to raise a Trouble Ticket automatically if any of the installed Enterprise Small Cells lose local network connectivity.
- RSRF’s NOC will monitor the uptime of the Monitoring Server, to ensure that Internet connectivity, power requirements, and firewall configuration to be maintained by the Client are being met at all times.
- The Monitoring Server will be connected to RSRF’s cloud-based NOC software, and any local alarms or downtime notifications made available via the local web-based GUI will be synchronized to the RSRF’s cloud-based NOC software.
- If a cloud monitoring system is made available by the Enterprise Small Cell manufacturer and the Carrier, RSRF shall provision the device with the carrier or manufacturer’s cloud system such that any available key performance indicators, configuration parameters, and performance metrics may be viewed remotely, and any alarms configured.

### For Off-Air Signal Sources:

- When the Off-Air Signal Source is connected to a dedicated amplifier unit that allows monitoring, RSRF will install, update, and otherwise maintain a web-based GUI for local access to the amplifier's administrative interface, allowing access to any configuration parameters, alarming functionality, and system provisioning tools made available by the amplifier manufacturer.
  - Additionally, RSRF will install a computer ("Monitoring Server") on-site allowing 24/7 remote access by RSRF's NOC to the web-based GUI(s) described above.
  - RSRF's NOC will monitor the uptime of the Monitoring Server, to ensure that Internet connectivity, power requirements, and firewall configuration to be maintained by the Client are being met at all times.
  - If a cloud monitoring system is made available by the Amplifier manufacturer, RSRF shall provision the device with the manufacturer's cloud system such that any available key performance indicators, configuration parameters, and performance metrics may be viewed remotely, and any alarms configured.
- If the Off-Air Signal Source is not connected to a dedicated amplifier unit, the signal will be monitored directly by the DAS Equipment. Note: if a Passive DAS is being utilized, it is not possible to monitor the Off-Air Signal.

## 5. Trouble Tickets, Support, and Repairs

RSRF's Support services for the term of this agreement include:

- **Firmware and software upgrades**  
Where applicable, RSRF will ensure that all Monitoring equipment, Signal Sources, and DAS Equipment are updated with the latest software and firmware updates from manufacturers, vendors, and carriers.
- **Network Operation Center monitoring**  
RSRF will monitor DAS Equipment and Signal Sources as described in this agreement. RSRF's Network Operation Center software system is online 24 hours per day, 7 days a week, 365 days per year, with 99.99% uptime via a secured network connection.
- **Automated Trouble Ticket initiation**  
RSRF will utilize the Monitoring equipment described in this agreement to create Trouble Tickets in the event of system downtime detected by the equipment.
- **Email, telephone, and SMS Trouble Ticket initiation**  
RSRF will accept initiation of Trouble Tickets by the Client via email, telephone, and SMS, and Support using these communication channels.
- **Remote troubleshooting and Repairs**  
RSRF will utilize the Monitoring equipment described in this agreement to remotely diagnose and review system performance metrics and signal levels, and make configuration changes or fixes to parameters.
- **Planned or emergency onsite Repairs**  
When deemed necessary by RSRF's Network Operation Center, field technicians will be sent to the site to perform planned or emergency onsite repairs to the installed system. In the case of some Repairs to physical equipment, additional charges may be incurred as detailed below.

## 5.1 Trouble Ticket Initiation Process

Trouble Tickets may be initiated by either the Client or RSRF. The Client may initiate Trouble Tickets by contacting the customer by email, telephone, or SMS. RSRF will create a Trouble Ticket automatically when downtime is detected by an RSRF-installed Monitoring server.

Trouble Tickets for any of the DAS Equipment or any Signal Sources deployed and managed by RSRF will be handled according to the service levels and response described below. However, in the case where a Trouble Ticket reflects an issue with a carrier-provided Signal Source such as an eNodeB or BTS, RSRF will work with the Client's representative to contact the Carrier's network team who are responsible for maintaining the specified equipment experiencing issues.

All Client-initiated Trouble Tickets should be emailed, called, or texted through the support channels listed below:

- **Email:** [noc@rsrf.com](mailto:noc@rsrf.com).
- **Phone:** (949) 799-4099
- **SMS:** (949) 799-4099

## 5.2 Trouble Ticket Service Levels, Rankings and Priority

When a Trouble Ticket is created, it will be assigned one of three severity levels by RSRF's NOC team, as described in the table below:

Severity Level	Description	Target Response Time
1. High	A DAS Component, Signal Source or critical feature is non-active	Within 10 hours
2. Medium	Degraded performance or potential for performance degradation if not addressed	Within 2 business days
3. Low	Non-urgent condition but potentially impactful in the future	Within 5 business days

Trouble Tickets will be prioritized based on the severity level, and remote troubleshooting will be initiated within the target response times listed in the table above.

## 5.3 Trouble Ticket Response and Repairs

RSRF's NOC technicians will attempt to troubleshoot and resolve a Trouble Ticket as quickly as possible through remote access to the DAS Equipment and Signal Sources. If the RSRF NOC team determines that a Trouble Ticket requires escalation to a Carrier's team due to an issue with an RSRF-managed Signal Source's connection to the core network, RSRF will follow up with the Carrier to ensure that the ticket is addressed in a timely manner.

If the Trouble Ticket cannot be resolved remotely by RSRF's NOC technicians and it is determined by RSRF that an on-site visit is required, RSRF will work with the Client to schedule and dispatch a technician to the site to perform a Repair of the affected equipment.

In the event that RSRF determines that a component of the DAS Equipment item requires replacement, the following will apply:

- If within the first year after the installation of the Cellular Enhancement System, and that fault is not caused by intentional damage, RSRF will procure and arrange for the installation of the replacement unit at no cost to the Client.
- If more than one year has passed since the installation of the Cellular Enhancement System, RSRF will provide the client with a quote for the replacement item and the labor costs for replacing the item. If the part is still covered by the original manufacturer's warranty, only the labor costs for replacing the item will be charged.

RSRF shall not be responsible for replacing Signal Source equipment a Carrier decides to deprecate or otherwise disconnect from its core network. However, RSRF shall provide advanced warning to the Client of any such planned changes that RSRF is informed of by a Carrier to assist in planning for a replacement and to minimize downtime.

#### **5.4 NOC Hours of Coverage**

Email, phone, and SMS requests for service will be processed 6:00 A.M. to 5:00 P.M. Pacific Time Monday to Friday.

After-hours NOC request will be delivered to an on-call technician, but only urgent tickets with high Severity Levels will be addressed immediately.

## **6. Outages and SLA Credit Requests**

### **6.1 Outages**

For purposes of conformance to this SLA, an Outage is defined as:

- 100% if the Cellular Enhancement System is nonoperational due to a DAS Equipment failure for more than 1 hours.
- 25% if one Carrier's signal is nonoperational for more than 1 hour.

An Outage will not be concerned valid for an SLA credit request if the outage is caused directly by issues with Client's electrical power at the Property, Client's Internet backhaul failures, or Client's firewall configuration, or if the Outage is caused by a carrier-provided and managed Signal Source.

### **6.2 Submitting an SLA Credit Request**

Client must request a Service Credit request in writing to their RSRF Account Manager and [noc@rsrf.com](mailto:noc@rsrf.com) within fifteen (15) days of the Outage with the following information:

- The date the Outage occurred.
- The time the Outage began and ended.
- Trouble Ticket information for each Outage.

The Client may request Service Credits no more than once every 30 days. Upon acceptance of an SLA credit, RSRF will refund the Client an amount equal to one-twelfth of the total annual cost of the Maintenance and Monitoring annual cost for a 100% Outage, or one-forty-eighth of the total annual cost of the Maintenance and Monitoring annual cost for a 25% Outage.

### **6.3 Enduring SLA Non-Compliance**

If an SLA is non-compliant for three consecutive months, Client may elect to:

- Continue this agreement with a limit of six months of Service Credits within a 12-month period.
- Discontinue this Service Level Agreement, receiving a prorated credit for the incomplete portion of the Service Level Agreement's duration.

## **7.0 Future Retention**

RSRF and Client may work together to develop additional agreements, defining equipment and services needed by Client. These agreements should clearly define the deliverables to be provided thereunder along with the payments to be received.

## **8.0 Indemnification**

Each party shall indemnify, defend and hold harmless the other and its employees, representatives, partners, affiliates, successors, assigns, officers, directors, shareholders, and agents (collectively, the "Indemnitees") against all liabilities, claims, losses, costs, damages, demands, suits, judgments, fines and expenses (including reasonable attorneys' fees through appeal) (collectively, the "Claims") resulting from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such Claim was caused by the negligent act or omission, willful misconduct or violation of the law on the part of the party from whom indemnity is sought.

Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

## **9.0 Force Majeure**

RSRF will not be liable for any delay caused by any act of God, fire, flood, explosion, war, terrorism, insurrection, riot, embargo, action, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, statute, ordinance or other employee restrictions; regulation or order of any government or government agency, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute or any other cause, contingency, occurrence or circumstance of any nature beyond RSRF's control. If there is such a delay, RSRF will have a reasonable extension of time in which to complete performance.

## **10.0 Choice of Law; Venue**

This Agreement is deemed to be entered into in the State of California and shall be governed by and constructed in accordance with the laws thereof. In the event of any dispute or litigation arising out of or related to this Agreement shall take place in Orange County, California and all parties submit to the exclusive jurisdiction thereof.

## **11.0 Confidentiality**

Neither party shall disclose any of the terms and conditions of this Agreement, except to their accountants, lawyers, or other professional unless required by law or the prior written consent of the other party.

## **12.0 Severability**

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **13.0 Notice**

All notices, elections, and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail. If mailed or transmitted as aforesaid, notices, elections, and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).

## **14.0 Entire Agreement**

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

## **15.0 Amendments**

This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

## **16.0. Assignment**

This Agreement is binding upon, and inure to the benefit of RSRF, Client and their successors and permitted assigns. Client may not assign all or any portion of its rights or obligations hereunder without the prior written consent of RSRF. RSRF may assign, delegate or subcontract its duties under this Agreement, in whole or in part, without Client's consent.

## **17.0 Authority**

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, each of the Parties has executed this Service-Level Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**RSRF**

Authorized Signatory Name: Spencer F. Boegeman

Authorized Signatory Title: Senior Sales Engineer



Signature

4-27-2023

Date

**County of Monterey**

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Authorized Signatory Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date