

**AMENDMENT #1
TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CDW-G**

This Amendment (“**Amendment**”) to the Agreement Between the County of San Mateo and CDW-G is dated February 15 __, 2024 (“**Amendment Effective Date**”) is by and between CDW Government LLC, (“**Contractor**”) and the County of San Mateo (“**County**”)

WITNESSETH

WHEREAS, the parties have entered into a Agreement Between the County of San Mateo and CDW-G (Agreement No. 300000-24R 080162) dated December 15, 2023 (“**Agreement**”);

WHEREAS, the parties would like to amend the Agreement as set forth below;

THAT, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby agree that the Agreement is hereby amended as follows:

1. Section 1 Exhibits and Attachments of the Agreement is amended as follows:
 - a. Exhibit B - AWS Cloud Services Addendum is deleted in its entirety and replaced with Exhibit B - AWS Cloud Services Addendum (Revised March 2024).
 - b. A new Exhibit D – Statement of Work is hereby added as set forth as Exhibit D. The parties executed such Statement of Work as of July 1, 2022.
 - c. Exhibit D shall be amended as follows:
 - i. The Section entitled Scope of Services is hereby deleted in its entirety and replaced with the following:

“Services” provided by CDW Seller under this Statement of Work (“Statement of Work” or “SOW”) shall consist of the “Seller Led Support Services” or “Managed Services” (each as defined below) and Additional Services (as defined below) (collectively, “Seller Services”) and cloud-specific services (“Cloud Services”) as set forth in the relevant Cloud Services Addendum(s) for Amazon Web Services (“AWS”), attached hereto in Exhibit B and C.
 - ii. The definition of “Essential Managed Services” shall be expanded to include:
 1. Create and manage all special reports and invoices required to effectively track all breakdowns in utilization of AWS services and associated costs as defined by Customer.
 2. Support Customer in creation of all accounts, tags, dashboards in Cloud Health and reporting as defined by Customer.
 - iii. The Section entitled Service Fees is deleted in its entirety and replaced with the following:

The total fees for Services under the SOW (collectively, “Services Fees”) include (a) the monthly consumption fees for the Cloud Services (“Cloud Services Fees”), (b) the monthly fees for the Support Services (“Recurring Services Fees”) as set forth below, and (c) the Additional Services Fees (as defined below), if any. The Services Fees shall be invoiced in the frequency set forth below and are exclusive of any other related costs and fees specified in the Expenses section (“Expenses”) and applicable taxes. Seller shall invoice Customer for any Expenses and applicable taxes in addition to the Service Fees.

Customer will pay all Fees as set forth in Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been agreed to in writing between Customer and Seller. All Services Fees paid to Seller are non-refundable.

Cloud Services Fees

Customer will pay all Cloud Services Fees monthly, in arrears, based on Customer's actual usage in the preceding month. Pricing will be based on the pricing effective during the current billing cycle. Seller reserves the right to increase the price that it charges Customer for the Cloud Services in response to increases made by AWS, provided that Seller will provide Customer not less than thirty (30) days prior notice of any such increase.

Recurring Service Fees

Customer shall pay all Recurring Services Fees monthly, in arrears, based on the tier of Services selected by Customer as set forth below. Customer may elect to change (upgrade or downgrade) the tier of Services by executing a Change Order during the Service Term (as defined below). The Change Order will document the start date for the upgraded/downgraded/changed Recurring Services and the effective invoice date.

Additional Services Fees

The Additional Services Fee shall be charged monthly, in arrears, on a time and materials basis at the hourly rate(s) set forth below.

Upon the execution of this Amendment, Customer agrees to pay Seller an amount equal to invoiced amounts with respect to its obligations for the Cloud Service Fees and Recurring Service Fees as of the Effective Date of this Amendment. In addition, notwithstanding the above or anything in the Private Pricing Agreement to the contrary, Customer has also to prepay a predetermined amount of \$1,296,000.00 ("Prepaid Fees"). Seller will invoice Customer for the Prepaid Fees upon execution of this Amendment. The Parties acknowledge and agree that the Prepaid Fees will be used to fulfill the County's remaining Cloud Services Fees and Recurring Service Fees for Contract Years 1-5, including any Spend Commitment Shortfalls. Seller will invoice Customer for the Cloud Services Fees and the Recurring Service Fees on a monthly basis in arrears based on Customer's actual consumption in the preceding month. Seller will invoice Customer for any Spend Commitment Shortfall Payment, if applicable, at the end of each Contract Year pursuant to the terms of the Private Pricing Agreement. In the event the Cloud Service Fees, Recurring Service Fees and any Spend Commit Shortfall exceed the Prepaid Fees, Customer agrees to pay Seller for any Cloud Service Fees and Recurring Service Fees based on Customer's actual consumption in any month and for any Spend Commitment Shortfall in any year in accordance with the terms of the Agreement and the Private Pricing Agreement.

The table below sets forth a consumption estimate for the Prepaid Fees for Contract Years 3-5 and is for illustrative purposes only, is non-binding on Seller and is provided solely at the request of the Customer. Customer understands and agrees these are estimates only, that the amount of the Cloud Service Fees and Recurring Service Fees may change and can fluctuate during the applicable Contract Years and Customer will be invoiced for and agrees to pay for such Cloud Service Fees and Recurring Service Fees in accordance with the previous paragraph and the terms and conditions set forth in the Agreement and the Private Pricing Agreement, each as may amended and agreed upon between the Parties.

Private Pricing Agreement Commitment	\$1,500,000.00
Requested Additional Amount	\$ 1,296,000.00
Cost Breakdown (Sample)	
Cloud Services Fees	\$1,185,220.26
Recurring Service Fees	\$110,779.74
Payment Schedule (Sample)	

Year 3 Savings Plan	\$384,786.15
Total Invoices	\$359,187.05
Year 4 Savings Plan	\$48,085.70
Total Invoices	\$195,527.70
Year 5 Savings Plan	\$48,085.70
Total Invoices	\$195,527.70
5% Buffer	\$64,800.00
Total	\$1,296,000.00

2. Section 2 (Services to be performed by Contractor) shall be amended to include the following at the end of the second paragraph:

Notwithstanding the foregoing, the Parties acknowledge and agree that the following Sections of this Agreement shall not apply to the Cloud Services or the Cloud Services Addendum: Section 7 (Contract Materials), Section 9 (Hold Harmless), Section 12 (Compliance with Laws) and Section 15 Retention of Records; Right to Monitor and Audit).

3. Section 3 (Cloud Service Fees) is deleted in its entirety and replaced with the following:

Reserved.

4. Section 4 (Payments) is amended as follows:

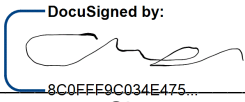
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Except with respect to Cloud Services Fees (including any Spend Commitment Shortfalls), County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Two Million Seven Hundred Ninety-Six Thousand Dollars (\$2,796,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

5. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing this Amendment and to bind their respective party thereto.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CDW-G

 8C0FF9C034E475...	3/20/2024 7:26 AM PDT	Audrey Benjamin
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit B

AWS Cloud Services Addendum (Revised March 2024)

AWS CLOUD SERVICES ADDENDUM FOR SOLUTION PROVIDER ACCOUNTS

This AWS Cloud Services Addendum for Solution Provider Accounts for Public Sector Customers ("Addendum") forms part of the Statement of Work between Customer and CDW and cannot be modified.

1. AWS-ENABLED SOLUTIONS

- 1.1. CDW and its affiliates have a reseller relationship with Amazon Web Services, Inc. and its affiliates ("AWS"). As part of such arrangement, CDW is authorized to make certain AWS services available to Customer as part of the products and services that CDW is delivering to Customer under the Letter of Commitment (collectively, "AWS-Enabled Solutions"). If required by the Agreement or Letter of Commitment, Customer hereby approves of CDW's use of AWS as an authorized subcontractor.
- 1.2. CDW is reselling AWS services under this Addendum through the AWS Solution Provider Program. CDW will designate Customer accounts as "Solution Provider Accounts." By entering into this Addendum, Customer acknowledges that Customer's use of the AWS services portion of the AWS-Enabled Solutions is governed by this Addendum, the Letter of Commitment and the Agreement, and not by the terms of an agreement with AWS. Customer further acknowledges that CDW is not making any representations, warranties, or guarantees with respect to the AWS services on AWS's behalf, and that CDW is not holding itself out as an agent of AWS.
- 1.3. Customer will not, and will ensure its End Users (defined below) do not, bring a claim against AWS, its affiliates or any of their respective employees, officers, directors, and representatives where such claim arises from or relates to the Solution Provider Accounts, except where the relevant claim arises solely out of the gross negligence, willful misconduct, or violation of applicable law by AWS in its delivery of the AWS services and the losses arising out of such claim could not have been prevented by Customer or its End Users via their use, delivery, or management of such Solution Provider Accounts, such as via encryption, account monitoring, account access management, backup and redundancy, etc. Customer's breach of this paragraph will not be subject to any exclusion or limitation of liability under the Agreement or this Addendum.
- 1.4. This Addendum incorporates by reference the latest version of the AWS Public Sector Access Policy, a current version of which is located at <https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf> (as it may be updated by AWS from time to time, and as may be available on any successor or related site designated by AWS).

2. LIMITATIONS ON USE OF AWS-ENABLED SOLUTIONS

- 2.1. This Addendum authorizes Customer's use of AWS-Enabled Solutions only where Customer is the end user of the AWS-Enabled Solutions. Customer may not re-distribute the AWS-Enabled Solutions. Customer represents and warrants that Customer is buying the AWS-Enabled Solutions for Customer's own internal use and not for resale.
- 2.2. This Addendum authorizes Customer's use of AWS-Enabled Solutions only where Customer is a Public Sector Customer not located in the AWS Exclusive Area. "Public Sector Customer" means a Customer that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by): (i) the executive, legislative, or judicial branches of any government within the U.S. (federal, state or local) and its territories; or by any other country's government at any level; (ii) a quasi-governmental entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); (iv) a publicly funded institution (such as a college, university, or hospitals); or (v) a higher-tier prime contractor, consultant, or other entity working in support of the foregoing. "AWS Exclusive Area" means the area within the European Economic Area that AWS has reserved for its own sale of AWS services, described at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Exclusive+Area.pdf>, as it may be updated by AWS from time to time, and as may be available on any successor or related site designated by AWS.

3. **AWS GOVCLOUD TERMS.** The provisions of this Section 3 apply to Customer's use of AWS-Enabled Solutions for the AWS GovCloud (US) Region ("GovCloud Region").

- 3.1. Customer represents and warrants that it (i) is a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as its account owner for the GovCloud Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), it has and will maintain a valid Directorate of Defense Trade Controls registration; (iv) is not subject to export restrictions under U.S. export control laws and regulations (e.g., Customer is not a denied or debarred party or otherwise subject to sanctions); and (v) maintains an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, Customer agrees to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.
- 3.2. Customer is responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Customer account access, data transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. Customer is responsible for verifying that all End Users accessing Customer Materials in the GovCloud Region are eligible to gain access to those materials. The AWS-Enabled Solutions may not be used to process or store classified data. If Customer introduces classified data into the AWS Network, Customer will be responsible for all sanitization costs incurred by AWS. Customer's liability under this provision is exempt from any limitations of liability.

- 3.3. Accessing the GovCloud Region requires specific credentials for that region ("GovCloud Credentials"). GovCloud Credentials may be provided to Customers in one of the following ways: (a) CDW may obtain GovCloud Credentials from AWS and transfer them to Customer, and (b) Customer may obtain GovCloud Credentials directly from AWS if Customer has root level access to the relevant Customer account. Customer may initiate this process by contacting AWS at aws-govcloud-us@amazon.com.
- 3.4. Customer represents, warrants, and covenants as follows.
- 3.4.1. Services may not be used to process or store classified data. If Customer introduces classified data into the AWS Network, Customer will be responsible for all sanitization costs incurred by AWS. Customer's liability with respect to sanitization costs under this provision is exempt from any limitations of liability. "AWS Network" means AWS's data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) used by AWS to provide the Services.
- 3.4.2. Customer is responsible for verifying that all End Users accessing Customer Content in the GovCloud Region are eligible to gain access to Customer Content. "End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Services. "Customer Content" means any software (including machine images), data, text, audio, video, or image that Customer or any End User transfers to AWS or CDW for processing, storage or hosting by the Services and any computational results that Customer or any End User derives from the foregoing through their use of the Services.
- 3.4.3. Customer: (i) is a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as its account owner for the GovCloud Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), has and will maintain a valid Directorate of Defense Trade Controls registration; (iv) is not subject to export restrictions under U.S. export control laws and regulations (e.g., Customer is not a denied or debarred party or otherwise subject to sanctions); and (v) will maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR.
- 3.5. If requested, Customer will provide additional documentation and cooperation to verify the accuracy of the foregoing representations, warranties, and covenants of Section 2 above.
- 3.6. CDW will ensure that AWS abides by the information security program that AWS maintains for the GovCloud Region, as may be updated by AWS from time to time. Such program will supersede any other information security program applicable to the Services under this Letter of Commitment for the GovCloud Region.
- 3.7. Except to the extent such controls are the subject of Services provided by CDW, Customer is responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Customer's account access, data transmission, encryption, and appropriate storage and processing of data within the GovCloud Region.

4. USE OF AWS-ENABLED SOLUTIONS

- 4.1. Customer may access and use the AWS-Enabled Solutions in accordance with this Addendum, the Letter of Commitment and Agreement. Customer will adhere to all laws, rules, and regulations applicable to Customer's use of the AWS-Enabled Solutions. In addition, in its use of the AWS services, Customer will adhere to the AWS Policies. "AWS Policies" means (a) the policy currently available at <http://aws.amazon.com/aup> ("Acceptable Use Policy"), (b) the terms of use located at <http://aws.amazon.com/terms> ("Site Terms"), (c) the rights and restrictions for AWS services located at <http://aws.amazon.com/serviceterms> ("Service Terms"), (d) the privacy policy located at <http://aws.amazon.com/privacy> ("Privacy Policy"), (e) the guidelines and trademark license located at <http://aws.amazon.com-trademark-guidelines> ("Trademark Use Guidelines"), (f) the restrictions described in the software (including machine images), data, text, audio, video, images or other content ("Materials") made available by AWS in connection with AWS services (but excluding the AWS services and Third Party Materials (defined below)), including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by AWS personnel); and further including the following items of documentation: developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for AWS services located at <http://aws.amazon.com/documentation> ("Documentation"), and (g) restrictions described at or at <http://aws.amazon.com> and any successor or related site ("AWS Site").
- 4.2. As between Customer and CDW, CDW and its suppliers (including AWS) own and reserve all right, title, and interest in and to the AWS-Enabled Solutions. Except as provided in this Addendum, Customer obtains no rights to the AWS-Enabled Solutions, including any related intellectual property rights. Some Materials may be provided to Customer under a separate license, such as the Apache Software License, located at <http://apache.org/licenses/>, or other open source license. In the event of a conflict between this Addendum and any separate license, the separate license will prevail with respect to those Materials.
- 4.3. Customer may not use the AWS-Enabled Solutions in any manner or for any purpose other than as expressly permitted by this Addendum. Customer may not, and may not attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the AWS-Enabled Solutions (except to the extent software included in the AWS-Enabled Solutions is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the AWS-Enabled Solutions or apply any other process or procedure to derive the source code of any software included in the AWS-Enabled Solutions, (c) access or use the AWS-Enabled Solutions in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the AWS-Enabled Solutions.
- 4.4. CDW may provide Customer with access to Solution Provider Accounts through AWS Identity and Access Management functionality or by providing root user credentials. If CDW provides Customer with root user credentials, Customer is responsible for all activities that occur under the Solution Provider Accounts. Customer will not sell, transfer, or sublicense root credentials

to any other party, except any agents or subcontractors performing work on its behalf. Customer agrees to notify CDW promptly of any unauthorized use of Solution Provider Accounts, including any root credentials, or any other suspected breach of security relating to the Solution Provider Accounts.

- 4.5. If CDW or AWS makes available to Customer any third party Materials on the AWS Site or in conjunction with the AWS services ("Third Party Materials"), such as software applications provided by third parties, such materials are made available directly to Customer by other companies or individuals under separate terms and conditions, including separate fees and charges. Customer's use of any such Third Party Materials is at Customer's sole risk.
- 4.6. Except as provided in a Letter of Commitment, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Materials. For example, Customer is solely responsible for: (a) the technical operation of Customer Materials, including ensuring that calls Customer makes to any AWS service are compatible with then- current APIs for that service; (b) compliance of Customer Materials with the Acceptable Use Policy, the other AWS Policies, and applicable law; (c) any claims relating to Customer Materials; (d) properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act; and (e) obtaining all necessary consents to allow CDW and AWS to collect, process, and use any personal data transferred to CDW or AWS by Customer or an End User in connection with Customer's or any End User's use of the AWS-Enabled Solutions. Customer represents and warrants to CDW that Customer or Customer's licensors own all right, title, and interest in and to Customer Materials. "Customer Materials" means Materials Customer transfers to CDW or AWS for processing, storage or hosting by the AWS-Enabled Solutions and any computational results that Customer derives from the foregoing through Customer's use of the AWS-Enabled Solutions. For example, Customer Materials includes Materials that Customer or any End User stores in Amazon Simple Storage Service. Customer Materials does not include Account Information. "Account Information" means information that is provided to AWS in connection with the creation or administration of the AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with the AWS account.
- 4.7. Customer is responsible for properly configuring and using the AWS-Enabled Solutions and taking its own steps to maintain appropriate security, protection and backup of Customer Materials, which may include the use of encryption technology to protect Customer Materials from unauthorized access and routinely archiving Customer Materials.
- 4.8. Customer is deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take, including its End Users, related to the AWS-Enabled Solutions. "End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Materials; or (b) otherwise accesses or uses the AWS-Enabled Solutions through Customer. Customer is responsible for End Users' use of Customer Materials and the AWS-Enabled Solutions. Customer will ensure that all End Users comply with Customer's obligations under this Addendum and that the terms of Customer's agreement with each End User are consistent with this Addendum. If Customer becomes aware of any violation of its obligations under this Addendum by an End User, Customer will immediately terminate

such End User's access to Customer Materials and the AWS-Enabled Solutions.

- 4.9. In connection with this Addendum, Customer will comply with all applicable import, re-import, sanctions, anti- boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to access and use, including Customer's transfer and processing of Customer Materials, the provision of Customer Materials to End Users, and the AWS region in which any of the foregoing occur. Customer represents and warrants that Customer and Customer's financial institutions, or any party that owns or controls Customer or Customer's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its member states, or other applicable government authority.
- 4.10. Customer will comply with all applicable laws, regulations, and contractual requirements (including, but not limited to, applicable Data Protection Laws, Customer Content Requirements, and Public Records Laws) (collectively, "Public Sector Rules") in connection the AWS-Enabled Solutions. Customer will not use the AWS-Enabled Solutions where doing so would result in a breach of Public Sector Rules for either AWS or CDW (each being a "Public Sector Liability"). "Data Protection Laws" means any laws, regulations, or similar legal obligations regarding security, safety, privacy, or similar qualitative or quantitative standards relating to information or data (including, but not limited to, the processing, storage, use of, access to, or transmission of such data) that may apply to the AWS services. "Customer Content Requirements" means any requirements applicable to Customer or agreed upon between CDW and Customer regarding the treatment or management of Customer Materials (e.g., security, location, storage, durability, reliability, redundancy, etc.) in connection with the AWS-Enabled Solutions. "Public Records Laws" means any law, regulation, or official policy relating to an entity's obligation to maintain, preserve, and/or disclose content, documentation, or other records maintained by or on behalf of Customer (including, but not limited to, "Freedom of Information," "Public Records," "Open Records," or "Archives" laws, or other similar requirements at any level of government).

5. SERVICE LEVELS AND SUPPORT

- 5.1. AWS makes certain service level commitments to CDW in its agreement with CDW. CDW is eligible for remedies under a service level agreement only as determined by AWS. If AWS issues a credit to CDW under a service level agreement and Customer would be entitled to a service level credit under this Addendum, AWS will issue the credit to CDW and CDW will pass through the credit to Customer, as applicable. Customer acknowledges that AWS may change the service level commitments from time to time.

- 5.2. CDW will provide support for the AWS-Enabled Solutions as described in the Letter of Commitment. If CDW provides support directly to Customer (instead of reselling AWS support to Customer), Customer will not open support cases directly with AWS.

6. AWS'S RIGHTS

- 6.1. Customer acknowledges that AWS may do any of the following, which will change, modify or otherwise affect the scope of the AWS services provided by CDW under this Addendum. CDW will have no liability to Customer for any such actions taken by AWS. CDW will use commercially reasonable efforts to notify Customer in advance if CDW knows any such actions are to be taken by AWS.
- 6.1.1. AWS may remove a territory (e.g., state, country or region) from which the AWS-Enabled Solutions may be offered. Any such removal of a territory will remove such territory from the scope of this Addendum, as applicable.
- 6.1.2. AWS may suspend or terminate CDW's right to sell the AWS-Enabled Solutions, CDW's right to sell the AWS-Enabled Solutions under a specific resale model, or CDW's right to access or use the AWS services. Any such suspension or termination will suspend the provision of or remove such AWS-Enabled Solutions from the scope of this Addendum, as applicable.
- 6.1.3. AWS may terminate CDW-provided support or AWS support resold support at anytime.
- 6.1.4. AWS may remove or disable access to content that violates the Acceptable Use Policy, and may require CDW's assistance in doing so.
- 6.1.5. AWS may change or discontinue any of the AWS services, any APIs for the AWS services, or change or remove functionality of any or all of the AWS services from time to time.
- 6.1.6. AWS may add new features or functionality to, or remove existing features or functionality from, its products.
- 6.1.7. AWS may send direct communications to Customer related to the terms of its agreement or the operation or delivery of the AWS-Enabled Solutions.
- 6.1.8. AWS may process usage data related to AWS services accounts, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics, both in the service regions selected and in the United States.

6.1.9. AWS may change the terms of Public Sector Access Policy at anytime.

- 6.2. If CDW's performance of any of its obligations relating to the AWS-Enabled Solutions is prevented, hindered or delayed due to acts or omissions of AWS, then CDW's non-performance will be excused, provided that CDW uses commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means.
- 6.3. Customer will remain liable to CDW if AWS terminates or suspends Customer's AWS-Enabled Solutions due to the acts or omissions of Customer.

7. CUSTOMER OBLIGATIONS

- 7.1. Customer will cooperate in good faith with CDW in CDW's investigation into any complaints concerning the AWS services and, in any audit, requested by AWS.
- 7.2. If Customer provides any Suggestions to CDW or AWS, AWS will own all right, title, and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. AWS will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and interest in and to the Suggestions and agrees to provide AWS any assistance AWS may require to document, perfect, and maintain AWS's rights in the Suggestions. "Suggestions" means all suggested improvements to the AWS services, the AWS Site or AWS Materials that Customer provides to AWS or CDW.
- 7.3. Customer will supply CDW with a current and accurate legal name, telephone number, email address, city, state/region, country and zip/postal code, and other information as may be required from time to time by AWS. Customer acknowledges that AWS may use this information in connection with misuse or suspected misuse of the AWS services by Customer, to monitor Customer's account, and to effect any transition of Customer's AWS services. AWS may further disclose this and other information associated with Customer's use of the AWS services to third parties who provide solutions to Customer as part of the AWS-Enabled Solutions.
- 7.4. Customer will maintain up-to-date notice addresses in order to receive notices from CDW regarding the AWS services that may affect Customer.
- 7.5. Customer acknowledges that AWS may capture, retain and use network or usage information relating to Customer's access or use of the AWS services.

8. FEES AND TAXES

- 8.1. Customer will pay for the AWS-Enabled Solutions as described in the Agreement and Letter of Commitment, except that if any taxes (for example, international withholding taxes) are required to be withheld on any payment by Customer, Customer will pay such additional amounts as are necessary so that the net amount received by CDW is equal to the amount then due and payable. CDW will provide Customer with such tax forms as are reasonably requested to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made for the AWS-Enabled Solutions.

9. DATA PRIVACY AND SECURITY

- 9.1. The sections of the Agreement and Letter of Commitment (to the extent applicable) governing the privacy and security of Customer's data will not apply to the AWS services and Customer Materials and will be superseded in their entirety by the terms and conditions set forth in this Section 9.
- 9.2. CDW will ensure that AWS implements reasonable and appropriate measures for the AWS data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the AWS services (the "AWS Network") designed to help Customer (i) secure Customer Materials against accidental or unlawful loss, access or disclosure, and (ii) with respect to the use of the GovCloud Region only, (1) implement the in-scope Federal Risk and Authorization Management Program ("FedRamp") controls for the AWS services identified as FedRamp Compliant, and (2) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. Citizens, as defined by 8 USC §1401, et seq ("U.S. Citizens") (collectively, the "Security Objectives"), in accordance with the AWS Security Standards set forth on Exhibit A.
- 9.3. CDW will ensure that AWS implements reasonable measures designed to maintain the integrity of the AWS Network against: (a) unauthorized or unlawful processing of personal data (as these terms are defined in applicable data legislation); and (b) accidental or unauthorized destruction of, damage to, alteration of, or disclosure of personal data. To the extent personal data is included in Customer Materials, CDW will ensure that AWS will only process such personal data as necessary to provide the AWS services.
- 9.4. Notwithstanding the foregoing, CDW will ensure that AWS maintains an information security program designed to provide at least the same level of protection as evidenced by the certification standards (e.g. ISO 27001, ISO 27018, ISO 27017, ISO 9001, PCI DSS) AWS agrees to from time to time.
- 9.5. In lieu of any other rights Customer may have with respect to an audit of the AWS services, Customer will be entitled to the rights described in this paragraph. To the extent AWS provides CDW with access to AWS's third party security audits annually (e.g., SOC 1 Type 2/ SOC 2 Type 2 reports), then upon request by Customer, CDW will use commercially reasonable efforts to

obtain AWS's permission for these audits to be shared with Customer. For the avoidance of doubt, it will not constitute a breach of CDW's obligations pursuant to this Section 9 if exceptions are identified in any SOC 1 Report or SOC 2 Report (or, in either case, its equivalent).

- 9.6. Customer may specify the AWS regions in which Customer Materials will be stored. Customer consents to the storage of Customer Materials in, and transfer of Customer Materials into, the AWS regions Customer selects. CDW will not
 - (a) disclose Customer Materials to any government or third party, or (b) subject to Section 6.1.8, move Customer Materials from the AWS regions selected by Customer, except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, CDW will give Customer reasonable notice of any legal requirement or order referred to in this Section to allow Customer to seek a protective order or other appropriate remedy.
- 9.7. If CDW has actual knowledge of the unauthorized access to or acquisition of any record containing Customer Materials that is subject to applicable data breach notification law and such access or acquisition is caused by a confirmed breach of the AWS Security Standards that renders misuse of the information reasonably likely, CDW will
 - (a) promptly notify Customer, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner.
- 9.8. Customer hereby consents to allow AWS to collect, process, and use any personal data of Customer that is transferred to AWS for purposes of (a) providing the AWS-Enabled Solutions, (b) the business relationship between AWS and CDW, or (c) marketing and providing AWS services to Customer and CDW.

10. WARRANTIES AND INDEMNITIES

- 10.1. Each party represents and warrants to the other that: (a) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Addendum, including but not limited to import, re-import, export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control;
 - (b) its performance hereunder does not breach any other agreement to which it is bound; (c) it has the full power and authority to enter in and perform this Addendum; and (d) the execution and delivery of this Addendum has been duly authorized. Notwithstanding the foregoing set forth in subpart (a) above, Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the AWS services, including
 - (i) any transfer and processing of Customer Materials; (ii) the provision of Customer Materials to third parties and
 - (iii) specifying the AWS region in which any of the foregoing occur.

- 10.2. CDW represents and warrants to Customer that: (a) the AWS services portion of the AWS- Enabled Solutions will perform substantially in accordance with the Documentation, and (b) it will use commercially reasonable efforts to ensure that those portions of the AWS services that are of a type ordinarily affected by viruses utilize enterprise-grade security software designed to detect and remove malicious or hidden mechanisms or code designed to damage or corrupt the AWS services or Customer Materials. For any breach of this Section, as Customer's sole and exclusive remedy, CDW will provide the remedies made available by AWS in connection with such breach as applicable to Customer.
- 10.3. Customer will defend, indemnify, and hold harmless CDW, its affiliates and licensors (including AWS), and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (a) Customer or any End User's use of the AWS services in a manner not authorized by this Addendum (including any activities under the AWS account and use by Customer's employees and personnel); (b) any breach of this Addendum or violation of applicable law, including breaching Public Sector Rules, by Customer or any End User;
- (c) alleged infringement or misappropriation of any third party rights by Customer Materials, or by the use, development, design, production, advertising or marketing of Customer Materials; or (d) a dispute between Customer and any of its End Users. The foregoing indemnification obligation will not be subject to any limitation of liability contained in the Letter of Commitment, Agreement, or elsewhere, and will survive termination or expiration of the Letter of Commitment and Agreement. The indemnified parties are third party beneficiaries of the indemnifying party's obligations under this paragraph.
- 10.4. If a third party asserts a claim against Customer or its employees, officers, and directors alleging that the AWS services portion of the AWS-Enabled Solutions infringe or misappropriate that third party's intellectual property rights, CDW will enforce its indemnities on behalf of Customer to the extent CDW is permitted to do so under the terms its agreement with AWS. The remedies provided in this paragraph are the sole and exclusive remedies for any third party claims of infringement or misappropriation of intellectual property rights by the AWS services portion of the AWS- Enabled Solutions.
- 10.5. CDW ACCEPTS NO LIABILITY FOR ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY AWS. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, CDW DOES NOT MAKE OR GIVE ANY REPRESENTATION, CONDITION, SERVICE LEVEL, INDEMNITY OR WARRANTY ABOUT THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS, AND THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, CDW, ITS AFFILIATES AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS OR THIRD PARTY MATERIALS, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY

COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY MATERIALS, INCLUDING CUSTOMER MATERIALS OR DATA, OR THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. AWS-ENABLED SOLUTIONS ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH AWS-ENABLED SOLUTIONS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CUSTOMER'S SOLE RISK.

11. SUSPENSION

- 11.1. CDW may suspend Customer's or any End User's right to access or use any portion of the AWS-Enabled Solutions immediately if CDW determines: Customer is, or any End User is, in breach of its payment obligations or any other obligation of this Addendum; or Customer's or an End User's use of the AWS Enabled-Solutions (i) poses a security

risk to the AWS Enabled-Solutions or any other third party, (ii) may adversely impact the AWS Enabled-Solutions or the systems or Materials of any other CDW or AWS customer, (iii) may subject CDW, AWS or any third party to liability, or (iv) may be fraudulent.

- 11.2. If CDW suspends Customer's right to access or use any portion of the AWS Enabled-Solutions:

11.2.1. Customer remains responsible for all fees and charges Customer incurs during the period of suspension;

11.2.2. Customer will not be entitled to any service credits under any service level agreement between CDW and AWS, if applicable; and

11.2.3. If requested by Customer, Customer will be permitted to retrieve Customer Materials from the AWS-Enabled Solutions that are subject to suspension, but only to the extent such retrieval is commercially reasonable and technically feasible following suspension, and would not result in or exacerbate any of the conditions giving rise to the suspension.

12. TERM; TERMINATION; EFFECT OF TERMINATION

- 12.1. The term of this Addendum will commence on the Addendum Effective Date and will continue until the earlier of (a) termination of the Letter of Commitment or (b) a termination of this Addendum as set forth in this Section 12.

- 12.2. CDW may terminate this Addendum if (a) there is an act or omission by Customer or any End User for which CDW has a right to suspend, or (b) upon thirty (30) days' notice to Customer in order to comply with applicable law or requirements of governmental entities.

- 12.3. Either party may terminate this Addendum for cause if the other party is in material breach of this Addendum and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other party. Upon the termination date:

12.3.1. All of Customer's rights under this Addendum will immediately terminate; and

12.3.2. Customer remains responsible for all fees and charges Customer has incurred for the AWS-Enabled Solutions incurred through the effective date of termination.

- 12.4. During the ninety (90) days following the effective date of termination, Customer may retrieve any of Customer Materials from the AWS-Enabled Solutions unless (i) prohibited by law or the order of a governmental or regulatory body or if permitting retrieval could subject CDW, AWS or a third party to liability, or (ii) Customer has not paid all amounts due for the AWS-Enabled Solutions under this Addendum other than any amounts disputed in good faith.

13. LIMITATION OF LIABILITY

- 13.1. NEITHER PARTY NOR ANY OF THEIR AFFILIATES OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) THE VALUE OF LOST DATA, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, (C) INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER RELATED TO THIS ADDENDUM, OR (D) UNAVAILABILITY OF ANY OR ALL OF THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER THIS ADDENDUM).
- 13.2. THE AGGREGATE LIABILITY UNDER THIS ADDENDUM OF CDW AND ANY OF ITS AFFILIATES OR LICENSORS WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CDW ATTRIBUTABLE TO THE AWS SERVICES PORTION OF THE AWS-ENABLED SOLUTIONS THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.
- 13.3. The limitations set forth in Section 13.1 and 13.2 do not apply to (a) indemnification obligations, (b) payment obligations, (c) damages for gross negligence or willful misconduct, or (d) breaches of confidentiality (excluding breaches related to Customer Materials).

14. MISCELLANEOUS

- 14.1. Capitalized terms used but not defined in this Addendum will have the meanings ascribed to them in the Agreement or Letter of Commitment. In the event of a conflict between this Addendum and the Letter of Commitment or Agreement, this Addendum will control. References in this Addendum to a particular website will be deemed to mean the most current version of that website or a successor website, or any related locations designated by CDW or

AWS, all of which are subject to change without notice. Any terms of this Addendum that expressly survive termination or expiration, or by their nature ought to survive termination or **expiration, will survive.**

Exhibit D – Managed Services Agreement

Agreement No. 30000-23-D00039

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CDW-G

This Agreement is entered into this 01 day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and CDW-G, hereinafter called “Contractor.”

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing software management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Attachment A—Statement of Work

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Attachment A, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Attachment A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Attachment A.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 01, 2022, through June 30, 2024.**

5. Termination

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff’s designee at any time without a requirement of good cause upon thirty (30) days’ advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County of San Mateo | CDW-G

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but

not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the

provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this

document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law: Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Veronica Ruiz, Management Analyst
 Address: 400 County Center, 3rd floor, Redwood City, CA 94063
 Telephone: 650-363.7819
 Email: VRuiz@smcgov.org

In the case of Contractor, to:

Name/Title: Joel Jacob/Business Manager, Managed Services
 Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60062
 Telephone: 800-800-4239
 Email: joeljac@cdw.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

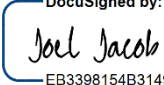
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations


* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

<div>DocuSigned by:  EB3398154B31496...</div>	/25/2022 11:48 AM EDT 8	Joel Jacob
Contractor Signature	Date	Contractor Name (please print)

For County:

<div>DocuSigned by:  6EE5BB199CAD430...</div>	8/25/2022 1:28 PM PDT	Pam Deal
Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or <u>Authorized</u> Designee) County of San Mateo
		Finance Director
		Purchasing Agent or <u>Authorized</u> Designee Job Title (please print) County of San Mateo
		30115
		Budget



ATTACHMENT A

STATEMENT OF WORK

Project Name:	SMC AWS Essentials and EDP	Seller Representative:
Customer Name:	SAN MATEO COUNTY SHERIFF'S ACCOUNT	Kathryn Averyheart
CDW Affiliate:	CDW Government LLC	+1 (813) 574-5480 kathryn@cdw.com
Date:	April 29, 2022	Solution Architect: Darryl Momoe Darrell Cress
Drafted By	Velika Harris	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and SAN MATEO COUNTY SHERIFF'S ACCOUNT ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona, administered by National IPA, effective March 1, 2018 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

SCOPE OF SERVICES

"**Services**" performed by Seller for Customer under this Statement of Work ("**Statement of Work**" or "**SOW**") shall consist of the Managed Services for AWS (as defined below) and the AWS Services as set forth on the AWS Cloud Services Addendum located at

<https://www.cdw.com/legal/managedservices/AWSPublicSectorCloudServicesAddendumSolutionProviderAccounts>

The Managed Services for AWS ("**Managed Services**") covered by this SOW shall consist of the following:

- Enrollment Services
- Recurring Services

Customer and Seller acknowledge and agree that (a) the Agreement shall govern with respect to the Managed Services and (b) the terms and conditions of the AWS Cloud Services Addendum (and not the Agreement) shall govern with respect to the AWS Services.

ENROLLMENT SERVICES

Seller will perform the following enrollment Services ("**Enrollment Services**").

Seller will inventory each Service and register the data within Seller's support database. Seller will also register Customer's personnel (including each person's contact information and levels of authority for requesting support and changes, etc.) and set up Customer's personnel authorization level options for controlling access to Seller managed systems.

Seller will deliver LaunchPad, a one-on-one session to

- Help Customer set up to five (5) business-impacting cost monitoring and reporting policies
- Demonstrate how instances are created
- Provide CDW Services Portal and Adviser access and walk-through

- Introduce Customer to a resource tagging strategy by setting up one tag "Environment", with four (4) pre-determined values. Customer is responsible to provide Seller with a list of the resources they wish to tag along with the pre-defined value desired

Seller shall provide our Concierge Service, which includes full onboarding.

Seller will set-up and initialize monitoring, management, and remote connectivity infrastructure in Customer's environment. This infrastructure allows Seller to perform the secure gathering of data and allows interaction with the Customer's AWS environment. Seller's engineers will work with Customer's network and security administration teams to help confirm that Seller's infrastructure and remote connectivity will properly interact with the Customer's security and related policies.

Seller will load the monitoring set and create alert definitions for each managed instance.

Seller will document processes for ongoing support, alert escalation and related work flows based on mutually determined preferences and procedures. These procedures are catered to Customer's preferences and are based on criteria such as service functionality or time of day occurrence.

Seller will provide dedicated project management consisting of:

- Project kick-off meeting
- Scope definition and document review
- Project plan creation and securing appropriate resources
- Onboarding process management
- Meeting coordination
- Status updates and reporting
- Project summary
- Transitioning Customer's primary contact and systems knowledge information to the Technical Account Manager for ongoing communication with Customer and primary support responsibilities.

If this SOW includes management of Customer AWS Services that were not installed or upgraded by Seller within the last six (6) months, Seller may need to perform a health assessment of Customer's existing environment to confirm it conforms to Seller's Managed Services manageability and operational standards. The key information captured during the assessment is the suitability of the current design, current state of configuration, use of high availability, and general health based on AWS best practices. If it is determined that remediation of Customer's existing environment is necessary, such remediation services would be performed under a separate statement of work.

Following the review, one of the following outcomes will apply:

Configuration State	Remediation Finding
Proceed	No further action is required by Seller and the Service Transition process continues to onboard the Customer's contracted service
Minor Remediation Needed	Basic remediation work is required to correct deficiencies in the Customer's AWS Services. Any associated charges will be discussed with Customer prior to work commencing
Major Remediation Needed	Major remediation work is required to correct architectural and configuration issues prior to Seller being able to provide the Recurring Services. This work may include a revised architectural design by Seller for recommended remediation.

RECURRING SERVICES

Recurring Services consist of monitoring, maintenance and/or management services. These services are related to components that are identified in Seller's Cloud Service Catalog.

Seller's Cloud Service Catalog, which has been provided to Customer and is incorporated herein by reference, contains the list of services that are included (or excluded) for each supported technology for the contracted level of Recurring Services.

The table below describes the Recurring Services that are Provided by Seller at each level of service for Basic and Essential Managed Services.

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Upon completion of the installation of Seller's monitoring tools and infrastructure and the enrollment of Customer's services into the contracted level(s) of Managed Services, subject to the provisions of this SOW, Seller will provide the following **Recurring Services:**

BASIC MANAGED SERVICES

Basic Managed Services will consist of the cost monitoring and reporting of AWS cloud resource(s). Seller will provide Customer with access to the Billing, Budget, and Security and Capacity Advisors.

ESSENTIAL MANAGED SERVICES

Essential ManagedServices will include the Basic ManagedSer.,;ce and after Seller'sreview and approval of Customer's cloud infrastructure configurationsit will also include:

PROACTIVE MONITORING AND REMEDIATION

Seller will provide proactive monitoring and alerting for supported AWS Services. Seller will proactively monitor the availability, security and performance of the supported AWS technologies and apply recommended remediation to the supported AWS Services as needed. All monitoring data is available through the CDW Services Portal.

TECHNICAL SUPPORT

Seller will provide technical support services utilizing Level 2, Level 3, and Senior Engineer support. The extent of which each group is required differs dependent upon the nature of the ticket raised with Seller's Enterprise Command Center ("ECC").

For Essential Managed Services, the CDW ECC is available seven (7) days a week, twenty-four (24) hours per day. Seller will take a range of actions to resolve Customer's issues including but not limited to making changes to the supported technology in accordance with Seller's Change Management Process.

Where an issue cannot be resolved, the engineer will, as applicable:

- Escalate the ticket to Seller's Cloud Operations Consultancy team, or raise a ticket with AWS directly under Seller's Enterprise Support agreement
- Pass the ticket back to Customer's IT team or nominated contact to continue investigation (e.g. where an issue cannot be remediated within the scope of the Customer's Services)
- Pass the ticket to Problem Management for further investigation

TECHNICAL ACCOUNT MANAGER

Seller will assign a CDW Technical Account Manager ("TAM") who will act on Customer's behalf and provide advice and guidance on managing Customer's AWS Services.

The TAM takes operational responsibility for:

- Technical Account Reviews
 - o The TAM provides details analysis on historical activities as well as advising the customer on future capabilities.
 - o In the case of Essential Managed Services, the Technical Account Reviews will be held quarterly. In the case of Premium Managed Services (set forth below) the reviews will be held monthly.
- Reporting
 - o The TAM provides Customer with reporting relevant to the specific AWS Services and opportunities to optimize spend, improve security, and/or make services changes.
- Knowledge Management and Architectural Development Assistance
 - o The TAM reviews the Recurring Services delivered to Customer and provides on-going support to help the customer achieve a well-architected framework.
 - o Confirms technical and operational documentation relating to the Recurring Services remains updated and relevant to the Customer's environment/service.

ARCHITECTURE DEVELOPMENT ASSISTANCE

Seller will provide Architecture Development services relevant to Customer's AWS Services. Architecture Development is a service in which Seller will provide the Customer with access to an AWS Certified Solution Architect during the scheduled Technical Account Reviews. This Certified Solution Architect will discuss Customer's current estate and initiatives and assess how either existing or new AWS services can benefit the Customer.

The Certified Solution Architect will also review Customer's requirements and provide that information back to Seller's Research & Development teams, thereby confirming the Recurring Services can support future technologies that Customer wishes to adopt.

INCIDENT MANAGEMENT

Provides response and resolution to events that are reported by Customer, a CDW engineer, or Seller's monitoring tools. Includes triaging to verify priority and documenting all available information within the incident record. The incident will be routed to the appropriate technical engineering resource for initial response and final resolution according to defined priority levels. When necessary, the incident may be escalated to a third-party resolver as defined by Customer (i.e. application support). Seller will manage all escalations to AWS for technical support.

Critical incidents are defined as a production resource that is down or unavailable, causing critical impact to the Customer's entire business operation. The Major Incident Management process is a pre-defined set of activities conducted to address critical incidents that require a response beyond that provided by the normal incident process. Although Major Incidents still follow the normal incident life cycle, the Major Incident procedure provides increased coordination, escalation, communication, and resources that these high priority events require.

In the event of a Major Incident, a Seller Enterprise Incident Manager will be engaged who will take ownership of the incident and coordinate with the resolver teams to restore service as quickly as possible. The Enterprise Incident Manager will also communicate the initial, updated and resolution of Major Incident notifications to the relevant audience.

The Enterprise Incident Manager will conduct a conference call involving the resolver teams and appropriate Customer representative(s) when applicable in order to provide urgency and accountability during the incident resolution process.

Following successful restoration of service and confirmation from Customer, the Enterprise Incident Manager will resolve the incident, produce a FIR (Post Incident Review), and provide the information to Problem Management who will raise a Problem Ticket and provide an RCA (Root Cause Analysis) Report to establish the reason for the incident, when applicable.

Seller's Problem Management focuses on individual or reoccurring faults with the Services, which require further investigation to identify the root cause and associated corrective actions required to prevent re-occurrence.

Reactive Problem Management is triggered in reaction to Priority 1 incident or failed changes. Problem Management responsibilities will consist of coordination of root cause analysis investigations and resolutions as well as managing any new problem records opened.

Proactive Problem Management consists of the analysis of incident data with the goal of identifying repetitive issues and pre-empting any minor or major failures. Seller's Problem Management team will liaise with the relevant Customer stakeholders to investigate root causes and identify corrective actions required to avoid re-occurrence.

CHANGE AND ENVIRONMENT MANAGEMENT

Seller's Change Management will confirm that all major changes to a Customer's AWS environment are tracked and implemented in a controlled manner with appropriate Customer stakeholders notified and aware of potential impacts. All changes are managed using Seller's Change Management process and toolset.

Changes must be submitted by creating a change ticket through Seller's ECC, TAM or through the online portal. Once a change ticket has been received, Seller will work with Customer to coordinate the implementation of the change. Upon completion of the change, Customer is provided an automated notification of status and the ticket is closed.

TAGGING ADVISOR

Should the customer elect to utilize Seller's Tagging Advisor, Seller will use the four (4) Seller templates listed below to identify and tag resources to enable accurate reporting. Additionally, Seller will maintain the tags with Customer. The following pre-defined tags and values can be used.

- Start/Stop: Turn instances on/off at pre-selected times corresponding to times when the service is and is not required
 - o Values: Yes/No
- Business Unit: Allows costs associated with consumption to be directly attributed to Customer's department
 - o Values: Marketing, Engineering, Operations, Finance, Sales
- Environment: Identifies if a resource is considered production, development, user acceptance testing, or staging
 - o Values: Production, Development, User Acceptance Testing, Staging
- Owner: Identify who owns a resource on an individual basis
 - o Custom Value(s): Individual owners names

ADDITIONAL SERVICES

Any engineering and/or consulting work effort not provided as part of the Managed Services as set forth in Seller's Cloud Service Catalog, shall be considered out of scope for purposes of Seller's Recurring Services under this SOW, and will be performed by Seller (subject to Seller resource availability) on a time & materials basis at the Hourly Rate(s) specified in Exhibit A. The fees associated with such Additional Services shall be in addition to the fees (as defined below) and will be invoiced to Customer.

Additional Services shall include the following:

- Customer-initiated Incidents
 - o Issues resulting from the acts or omissions of Customer (including Customer service provider and/or authorized personnel) or users of Customer System, including Customer-initiated changes to Recurring Services without notification to Seller.
 - o Issues to Recurring Services caused by or related to any devices or services not remotely managed by Seller.
 - o Issues resulting from or related to Customer failure to accept and adopt Seller recommendations for upgrades and/or configuration changes (Seller will provide 30 days' notice of such recommendations).
- Design and Architecture Services
 - o Design and Architecture Development services are out of scope with Seller's Recurring Services.
- Migration Services
 - o Migration services are out of scope with Seller's Recurring Services.

CUSTOMER RESPONSIBILITIES

Customer shall be responsible for the following under this SOW:

1. Providing Seller with information as necessary for Seller to perform its responsibilities as stated in this SOW.
2. Unless provided as a part of Seller's Services under this SOW, providing all software and cloud application(s) vendor support for Customer's remotely managed services.
3. For AWS Services that will be remotely managed by Seller under this SOW, Customer shall be responsible for the acquisition, installation, deployment and configuration of Customer's hardware, software and cloud application(s) (the "Customer System") and for all additional equipment and communications interfaces required to access the AWS Services.
4. For the AWS consumption costs to support the remote connectivity infrastructure.
5. Providing Seller with a defined adequate maintenance window for AWS Services that require maintenance windows.

6. If Operating System management is being provided by Seller, Customer will provide Seller with administrator-level privilege user names and passwords for all Customer IT infrastructure emolled in the Services.
7. Acquire and provide Seller access to AWS CloudTrail and Config for security and auditing purposes. CloudTrail is used for capturing management events. Logs will be stored in AWS S3 for the following lifecycle:
 - a. Transition to Standard-1A after 30 days
 - b. Transition to Amazon Glacier after 182 days
 - c. Mark for Deletion after 296 days (13 months)
 - d. Permanently Delete after 426 days (14 months)
8. In the event Seller is an authorized agent to engage AWS technical service, Customer shall grant Seller authorization to troubleshoot and make environment changes on Customer's behalf.
9. Provide 24x7 access for the purpose of administrative and technical support of their AWS environment via an AWS IAM role.
10. Customer must notify Seller prior to changing the permissions of the Seller's AWS IAM role(s) on this account.
11. Notification of any planned maintenance that impacts Seller's ability to provide Recurring Services.

ADDITIONAL SERVICES

If Customer desires Seller to perform Additional Services, it is Customer's responsibility to request Additional Services from Seller. Customer shall pay for Additional Services on a time and materials basis as set forth in the table below per the Hourly Rate(s) contained in Exhibit A of this SOW. Additional Services are provided by Seller subject to resource availability. Seller response and resolution times for Additional Services are not guaranteed.

CDW Hours of Operations	Hourly Rate	Billing Increment	Minimum Billed
Normal Business Hours 7:00a.m. -7:00p.m. Central Time Monday-Friday Also includes After Hours services that are scheduled at least 5 days in advance.	1X of Hourly Rate in Exhibit A	15 minutes	15 minutes
After Hours - Unscheduled 7:00p.m. -7:00a.m., Central Time Monday- Friday, Weekends, Holidays	2X of Hourly Rate in Exhibit A	1 hour	2 hours

Table: Additional Services Billing Schedule

In the event Customer requires Additional Services in excess of twenty-four (24) hours of total engineering time per engagement, Customer shall purchase engineering and consulting services pursuant to a separate SOW.

ADDITIONAL TERMS, LIMITATIONS, AND DISCLAIMERS

1. Seller may change all or any portion of the infrastructure and IT systems and tools used to provide the Managed Services at any time if Seller, in its sole discretion, determines such change is necessary or desirable, but Seller agrees to perform modification(s) in a manner that does not result in any permanent, materially adverse alteration to the Managed Services provided to Customer under this SOW.
2. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge and agree that Seller may subcontract some or all of the Services, provided: (i) Seller's subcontractor(s) comply with Seller's obligations contained within this SOW; (ii) Seller's subcontractor(s) is bound by obligations of confidentiality substantially similar to the confidentiality provisions contained in the Agreement; and (iii) Seller remains responsible for the performance of any such subcontractor(s).
3. Notwithstanding anything in the Agreement to the contrary, subject to the limited rights expressly granted hereunder, Seller reserves all rights, title and interest in and to the Services, including all related systems and

intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Seller shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, modify, and/or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the operation of the Services.

4. Customer will not have access to purchase items through the AWS Marketplace.
5. As part of working with Seller on AWS opportunities, Seller may provide contact information to Amazon Web Services, Inc. (AWS) and its affiliates (<https://aws.amazon.com/legal/marketingentities/>) and may receive from AWS marketing information related to AWS' services, events and any special offers by email, post, or telephone. Customer may unsubscribe from receiving further marketing communications from AWS at any time by following the instructions in the communications received. Customer understands AWS handles contact information in accordance with the AWS Privacy Notice located at <https://aws.amazon.com/privacy/>.
6. Seller does not warrant that the services will be uninterrupted, error-free, virus-free, or completely secure. Seller's obligation to provide the managed services for AWS is dependent upon the availability of the AWS environment and Seller will not be liable for any interruptions, delays, impairments, inadequacies or other defects in AWS or Seller's ability to provide the AWS managed services to the extent caused by unavailability of AWS.

UPGRADES

Customer can upgrade from their current contracted level of Recurring Service to Premium Managed Service through execution of a Change Order during the Service Term. The Change Order will document the start date for the upgraded Recurring Service and the effective invoice date.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

SERVICES FEES

The total fees for Services under this SOW (collectively, "Services Fees") include (a) the monthly recurring fees for the Managed Services ("Recurring Services Fees") as calculated below, and (b) the monthly fees for the AWS Services (the "AWS Services Fees"). The Services Fees are exclusive of any other related costs and fees specified in the Expenses section ("Expenses") and applicable taxes. Seller shall invoice Customer for any Expenses and applicable taxes in addition to the Service Fees.

ENROLLMENT FEES

Services Fees hereunder are Fixed Fees, meaning that the amount invoiced for the Services will be \$0.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified below.

Table-Services Fees

Milestone	Percentage	Fee
Completion of Onboarding	100%	\$7,200.00
Subtotal	100%	\$7,200.00
Less CDW funding		(\$7,200.00)
Totals		\$0.00

MONTHLY RECURRING SERVICES FEES

Recurring Services Fees are invoiced monthly based on a percentage of Customer's actual consumption of AWS Services. The greater of either the minimum Monthly Fee or the percentage of AWS Consumption will be invoiced to the Customer on a monthly basis as shown in the table below:

Essential
Greater of \$400/month
or
18% for \$0.00-\$35,000.00
15% for \$35,000.00-\$75,000.00
12% for above \$75,000.00

RECURRING SERVICES FEES AND FEE PROTECTION

Customer has chosen to purchase the Services indicated in Exhibit A of this SOW and agrees to pay Seller the fees, charges, and other amounts indicated in Exhibit A of this SOW. Except as otherwise stated in this SOW, Seller and Customer agree to follow the billing and payment terms, conditions, and procedures set forth in the Agreement.

Customer is protected against any price increase for Services for the duration of the Initial Term. Effective on the first day of each Renewal Term (each a "**Renewal Date**"), the prices for Managed Services may be adjusted to Seller's then current prices for such Services. Such revised pricing will be effective for that Renewal Term.

Notwithstanding anything in the Agreement to the contrary, if Customer disputes any Services Fees, Customer will provide notice to Seller specifically identifying the Services Fees charge and the reason it is disputed within ninety (90) days after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute such charge. Customer shall only be entitled to withhold the portion of Services Fees charges actually in dispute and such disputed Services Fees charges will not be considered overdue until Seller completes its investigation of the dispute. Customer must pay Seller all undisputed Services Fee Charges in accordance with the terms of the Agreement and this SOW. Following Seller's notice of the results of its investigation of the disputed Services Fees Charges to Customer, payment of all properly due Services Fees charges that were in dispute by Customer must be made within ten (10) business days.

EXPENSES

The Parties agree that there will be no travel required in connection with the Services to be performed by Seller under this SOW. Therefore, neither travel time nor direct expenses will apply to Seller's Services under this SOW.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

TERM AND TERMINATION

This SOW will be effective as of the date of Seller's signature and will be for an initial term of one (1) year (the "Initial Term"). This SOW will automatically renew for additional one (1) month terms (each a "Renewal Term") unless either party provides the other party with a notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term at then current Total Fees.

Notwithstanding anything in the Agreement to the contrary, the Parties agree that they shall have the following termination rights and obligations upon termination relative to this SOW:

- 1. Breach. Either Party may terminate this SOW if the other Party materially breaches any of its representations, warranties, or obligations under this SOW and such breach is not cured within thirty (30) days of breaching Party's receipt of written notice specifying the breach.
- 2. Convenience. Either Party may terminate this SOW for convenience by providing sixty (60) days written notice of such termination to the other Party; provided, however, in the event Customer terminates this SOW for convenience as set forth herein, Customer will pay to Seller an early cancellation charge in the applicable amount indicated in the following table (the "Early Termination Fee"):

When Termination Occurs	Early Termination Fee
During the Initial Term	Average monthly fees for all Managed Services multiplied by six (6).

Table- Convenience Termination Fee Schedule

Notwithstanding anything in the Agreement to the contrary, upon termination of this SOW for any reason, Customer shall pay Seller for (a) all Services through the effective date of termination, and (b) the Early Termination Fee, if applicable. The Parties agree that the Early Termination Fee is in addition to any other fees or payments of any nature owed by Customer.

Notwithstanding anything in the Agreement to the contrary, in addition to Seller's right to terminate the SOW as provided for herein, Seller may suspend all or part of Customer's access to Managed Services (i) if Customer is delinquent on payment obligations; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Seller has a commercially reasonable belief that Customer has breached this SOW or that Customer's use of the Purchased Services poses an imminent security risk.

When services are terminated, Seller will remove its remote connectivity infrastructure, Seller's access to the Customer's AWS environment, and if applicable, remove Customer from Seller's AWS Master Payer Account.

EXHIBIT A

RECURRING SERVICES FEES

	Monthly Cost Per Unit	Qty	Monthly Cost Total
Managed Services for AWS			
Essential Managed Services Greater of \$400/month, or 18% for \$0-\$35k, 15% for \$35k-\$75k, 12% for \$75k+			\$400.00
Estimated AWS Consumption			\$2,000.00
Managed Services			
TOTAL MONTHLY COST			\$2,400.00

Time and Materials Services	
Managed Services Engineering and Consulting	\$200.00 per Hour
Professional Services Engineering and Consulting	Separate SOW

NOTES:

- 1. The above pricing is based on a 12-month contract term.
- 2. Customer will be billed based on actual usage for the month.

EXHIBIT B

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	Address
HQ	400 County Center, Redwood City, CA 94063