

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INSIGHT PUBLIC SECTOR, INC.

This Agreement is entered into this 22 day of October 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Insight Public Sector, Inc, 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 services related to the County Controller's cloud hosted property tax system software "Property Tax System"), in exchange for the mutual consideration set forth herein.

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:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit 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 Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

The County's total fiscal obligation under this Agreement from the term January 1, 2026 through December 31, 2028 shall not exceed ONE MILLION TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED DOLLARS AND NINETY-TWO CENTS (\$1,260,800.92).

In the event the County exercises its first one-year term renewal option, the County's total fiscal obligation under this Agreement from the term of January 1, 2026 through December 31, 2029 shall not exceed ONE MILLION SIX HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$1,647,734.56).

In the event the County exercises its two, one-year term renewal options, the County's total fiscal obligation under this Agreement from the term of January 1, 2026 through December 31, 2030 shall not exceed TWO MILLION THIRTY-FOUR THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND TWENTY CENTS (\$2,034,668.20).

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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2026, through December 31, 2028. This Agreement includes two one-year renewal options exercisable at the sole discretion of the County, which would extend the term through December 31, 2030. The options shall be exercisable by delivery of written notice of extension to Contractor not less than 30 days prior to the expiration of the then-existing term. In the event of such exercise, this Agreement shall be deemed to be extended for the additional period pursuant to all the terms and conditions set forth herein, including without limitation with respect to the rates set forth in Exhibit B.

5. Termination

This Agreement may be terminated by Contractor or by the County Controller or his/her 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 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
- (d) Cyber 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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this

Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 facsimile to the telephone number listed below or 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: Kristie Silva, Assistant Controller
Address: 555 County Center 4th Floor, Redwood City, CA 94063
Telephone: (650) 599-1330
Email: ksilva@smcgov.org

In the case of Contractor, to:

Name/Title: Cassi Cantrell, Client Solutions Director
Address: 2701 E. Insight Way, Chandler, AZ 85286
Telephone: (310) 225-5028
Email: Cassi.Cantrell@insight.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. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement for causes specified herein to the extent they are beyond that party's reasonable control, including, but not limited to, acts of God, flood, fire, riots, war, or acts of terror, (each, a "Force Majeure Event"). If a Force Majeure Event occurs, the party delayed or unable to perform shall give notice to the other party as soon as possible but in no event less than three (3) business days after a disruption due to such event. If a party is unable to perform any of its obligations because of a Force Majeure Event, then (i) such party shall promptly resume performing its obligations once the Force Majeure Event is removed and (ii) the other party may cease performing its obligations during the period in which the affected party is not performing. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding the foregoing, should a Force Majeure Event delay or prevent performance for a period of thirty (30) days or more, either party shall have the right to immediately terminate this Agreement and any outstanding SOW, upon notice to the other party.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

21. Limitation of Liability

(a) TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUBJECT TO THE EXCLUSIONS IN SUBSECTION (c) OF THIS SECTION 21, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL, DAMAGES TO THE EXTENT LOST OR DELAYED TAX REVENUE OR LOST OR DELAYED PROFITS MAY CONSTITUTE ANY OF THE FOREGOING TYPES OF DAMAGES; FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR DIRECT OR GENERAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR COST OF COVER IN THE EVENT COUNTY EXERCISES A REMEDY TO PROCURE SUBSTITUTE SERVICES IN THE EVENT OF AN UNCURED BREACH BY CONTRACTOR.

(b) TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (AND ANY ASSOCIATED ENHANCED DAMAGES), THE TOTAL AMOUNT OF DAMAGES RECOVERABLE FROM CONTRACTOR OR COUNTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CLAIMS ON A CUMULATIVE, AGGREGATE BASIS WILL NOT EXCEED THE GREATER OF: (I) FIVE MILLION DOLLARS (\$5,000,000); OR (II) THE TOTAL AMOUNT PAID (PLUS ANY AMOUNTS DUE) BY COUNTY TO CONTRACTOR FOR SERVICES PERFORMED OR DELIVERABLES PREPARED UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM(S) DURING THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT(S) GIVING RISE TO THE CLAIM(S).

(c) The limitations and exclusions in Subsections (a) and (b) of this Section 21 will not apply to: (a) breaches by either party of its obligations under this Agreement relating to the protection and safeguarding of Confidential Information; (b) the infringement, violation or misappropriation of the intellectual property rights of the other party; (c) damages for personal injury or to property; (d) or indemnification obligations under this Agreement with respect to the claims of third parties.

(d) OTHER THAN THE EXPRESS WARRANTIES OF CONTRACTOR IN THIS AGREEMENT, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES FITNESS FOR A PARTICULAR PURPOSE.

22. County Source Code

Contractor agrees to treat as confidential all County source code, object code, scripts, algorithms, data models, documentation, and related materials ("County Source Code") to which Contractor may have access or that may be disclosed to Contractor in connection with this Agreement. Contractor shall not copy, modify, reverse-engineer, disclose, or use any County Source Code or related materials for any purpose other than performing services under this Agreement. All County Source Code shall be accessed by Contractor solely for the purposes of rendering services pursuant to this Agreement and, shall not otherwise be used for any purpose or disclosed to any third party without the County's prior written consent.

* * *

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

For Contractor: INSIGHT PUBLIC SECTOR, INC.

 <u>Stephen W. Moss (Oct 23, 2025 08:10:29 CDT)</u>	<u>10/23/2025</u>	<u>Stephen W. Moss</u>
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 A – Services/Statement of Work

In consideration of the payments set forth in Exhibit B, and subject to the terms and conditions of the Agreement, Contractor (also referred to herein as “Insight”) shall provide the following managed services to the County (also referred to herein as “Client”):

Insight adheres to the following ITIL Processes and Procedures in the delivery of its Services.

ITIL Processes and Procedures

ITIL (Information Technology Infrastructure Library) processes are a set of best practices for IT service management (ITSM) that are used to align IT services with business needs. ITIL processes cover the entire IT service lifecycle, from strategy and design to transition, operation, and continual improvement. Insight has customized the ITIL framework to align with our specific business requirements. Although most of the terminology used is standard in the industry, the following additional explanations are provided to ensure greater clarity. The following are key processes and terminology used by Insight Managed service offerings, and that Contractor agrees to apply and deliver pursuant to this Agreement.

Service Configuration Management

Insight's IT Service Management (ITSM) platform features a comprehensive Configuration Management Database (CMDB) that is populated during the service onboarding process and maintained as an integral part of our service management platform. The CMDB shall be used to track details related to Configuration Items (CI), including service entitlement, patching details, auto-discovered relationships, and a historical view of incidents, problems, and changes.

Monitoring and Event Management

Contractor agrees to perform monitoring, which is the process of collecting, processing, and identifying incidents or notifications for action. Its objective is to determine the health and state of the technology being monitored and identify potential capacity and performance issues or active faults.

Contractor agrees to perform Event Management, which is the systematic monitoring of services and IT infrastructure components and recording and reporting selected changes of state identified as events. Insight provides monitoring tools and maintains a library of monitoring templates and standards, which can be deviated from to meet specific business goals. Event Management relies on monitoring attributes and the accuracy of those attributes made available to the Insight monitoring platform. Monitoring and Event Management require network connectivity and credentials, such as SNMP Read-Only strings. Examples of monitoring checkpoints are provided.

Examples of monitoring checkpoints:

- CPU Utilization
- File System Utilization
- Memory Utilization
- Temperature Status

Patch Management

Contractor shall provide patch management which includes standard code patching as part of the Managed Services fee. Contractor will execute upgrades as and to the extent required under this Agreement and consistent with professional standards including with respect to managing code levels.

Scheduled review and execute

Insight shall conduct a code advisement approximately every six months for all in-scope devices, unless otherwise specified in this Agreement. The code advisement shall aims to identify four key areas: current running code, latest code available, vendor recommended code, and end of life/support date. Contractor shall provide the County with the code advisement to determine whether upgrading is necessary or possible and is in their best interest, considering factors such as risk mitigation, compliance obligations, and best practices. Insight will then work on a plan to upgrade the code to the vendor's recommended version within the County's change control policies and procedures.

Ad-Hoc Patch Management

Contractor shall perform ad-hoc code upgrades as necessary, such as when there is a severe code vulnerability requiring a vendor fix, a fault situation requiring an upgrade to remediate, or functionality released in newer code that requires an immediate upgrade before the next patching cycle. For the last scenario, Service Hours will be utilized for upgrades. Advisements are not bug scrubbing activities or security vulnerability assessments, and these services are separate and not included in standard Managed Services.

Incident management

An Incident in ServiceNow refers to an unplanned interruption or reduction in the quality of an IT service. Contractor shall use Incident Management to manage the lifecycle of all incidents and restore the IT service to users as quickly as possible. Incidents can be reported via email, phone, or portal, and are also created through the Event Management process. They are categorized by priority based on the impact on the client's business and urgency, with Priority 1 being the most severe. Incidents have service levels for acknowledgement and resolution times, and all service levels are measurable and reportable via Insight's ITSM platform. Incidents are identified in the platform by the letters 'INC' followed by 10 digits.

Service Request Management

Contractor agrees to utilize Service Request Fulfillment, which is a process that focuses on managing service requests from users and customers. Contractor shall use Request Fulfillment to provide a quick and efficient way for users to request and receive standard services, such as password resets, software installations, or hardware requests. County initiated Service

Requests typically use Service Hours as outlined in the Agreement. Requests are categorized by priority. Priority 1 through 4, with Priority 1 being the highest and most urgent in nature. Service requests typically have service levels, as outlined in the Agreement. Requests are identified in Insight's ITSM platform by the letters 'REQ' followed by 7 digits (for example, REQ1234567).

Change Enablement

Contractor agrees to utilize "Change Enablement", which is a request to alter or modify any IT service or configuration item in a controlled manner. The change could be a hardware change, software update, or alterations to operational procedures. Contractor shall use Change Management to ensure that standardized methods and procedures are used for all changes, facilitate efficient and prompt handling of all changes, and maintain the appropriate balance between the need for change and the potential impact of changes.

Anytime there is a request to make a change to a Configuration Item (CI) in the CMDB, a Change Request will be opened. Changes will typically have an approval process defined and tracked within the Change form. Insight Managed Services will adhere to Client Change Control Processes, as needed. Upon request, Insight will provide a written implementation plan along with backout procedures. Changes are identified in Insight's ITSM platform by the letters 'CHG' followed by 7 digits (for example, CHG1234567).

Changes can be divided into three main areas: Schedule, Planning, and Change Completion. Schedule encompasses the requested by date, planned start date, and planned end date. Planning includes the Change Plan, Backout Plan, and Test Plan. Change Completion involves the completion code, close notes, and closed date. By breaking down changes into these areas, Insight Managed Services will ensure that all aspects of a change are properly evaluated and managed, and that the change is implemented in a controlled manner, to minimize the risk of disruption to IT services and ensure that changes are made efficiently and effectively.

Problem management

Insight Managed Services shall utilize Problem Management to identify and manage problems with the goal of preventing incidents from occurring while minimizing the impact of those that cannot be prevented.

Support Services Architecture

Insight will require a certain level of access to the environment to deliver managed services. The Insight Applications and Security Framework Guide details the curated set of tools that provide the capabilities to deliver the service. It includes specifics for remote access, proactive monitoring, and patching. Contractor will provide details about the Insight platform and requirements for deployment upon request.

Managed Services – Service Levels and Service Requests

Service Levels

Insight uses ITIL best practices for determining the Priority of an Incident. Priority is a value derived from the intersection of impact and urgency. Impact is an objective measure of the effect of an incident on the business. Urgency is a subjective value assigned to the Incident by the business and it represents the speed at which the business expects the Incident to be worked. Client can declare the Urgency as High, Medium, or Low; however, Client cannot declare an Incident to be a Priority 1. Priority is always derived from Impact and Urgency. Insight measures Service Levels against the derived Priority value based on the table below.

Impact

Impact will be entered in the system using the set of criteria listed below.

Impact – 1 - High

- Widespread outage or service degradation affecting multiple production locations
- Loss of customer facing service or directly impacting significant revenue

Impact – 2 - Medium

- Localized outage or service degradation affecting a single site or customer facing service
- Loss of redundancy to critical infrastructure

Impact – 3 - Low

- Isolated outage or service degradation affecting a small number of individuals
- Loss of redundancy to non-critical infrastructure

Urgency

Urgency will be entered in the system based on the judgement of Insight and at the direction of the client. Should an Incident arrive in the system at a lower Urgency than deemed appropriate by the client, this value can be updated to reflect the client's needs.

Urgency – 1 - High

- Visibility to customers or users cannot deliver a critical business function
- High risk of increased impact if not resolved quickly

Urgency – 2 - Medium

- Productivity hindered but work around available or a user cannot deliver a job function
- Some risk of increased impact if not resolved

Urgency – 3 - Low

- Little to no effect on production activities
- Unlikely to increase in impact until resolved

Priority

Priority is a system driven value that is derived from the table below.

	Urgency – 1	Urgency – 2	Urgency – 3
Impact – 1 – High	1	2	3
Impact – 2- Medium	2	3	4
Impact – 3 - Low	3	4	4

If Insight needs to escalate to the Client on Priority 1, then the Client will be working it continually with Insight as Priority 1. Otherwise, Insight will designate it as a Priority 2.

Incident Management Service Level Objectives

Priority	Incident acknowledgement	Incident update	Incident resolution target (95 th percentile)
Priority 1	15 minutes	1 hour	4 hours
Priority 2	1 hours	4 hours	8 hours
Priority 3	4 hours	24 hours	72 Hours
Priority 4	24 hours	72 hours	120 Hours

Service Availability:

Contractor's Service Availability commitment for a given calendar month is 99.9%.

The Service Availability per month will be calculated as follows:

- If A and B are individual device uptimes, and S is the service uptime:
 - [$S = 1 - (\text{Downtime}_{\text{both fail}})$]
 - If devices fail independently and failover works:
 - Service downtime occurs only during simultaneous outages or failover gaps.
- Take the total number of minutes in the month and subtract the total minutes for Planned Outages during that same month to derive a Total Minutes value.

- The total Unplanned Outage minutes for that month is then divided by the Total Minutes value derived above.
- The quotient is then multiplied by 100 to arrive at a percentage of downtime for the month.
- The percentage of downtime is then subtracted from 100% to arrive at the Service Availability for the month.
- The measurement point for Service Availability will be based on the collective resilience of the High Availability (HA) pair at the device level supporting the client's access. County may request an availability report, reflecting the combined uptime of the HA pair, not more than once per month.

Planned Outages include planned maintenance, daily backups, and full system saves.

Currently, planned maintenance is estimated at 6 hours per month. Times will vary based on needs and mutual agreement. However, the County has provided the following times when maintenance is prohibited:

- July 1 to August 30
- November 15 to December 20
- March 15 to April 20

If actual maintenance exceeds the time allotted for planned maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for planned maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

Service Credits

In the event of a failure by Contractor to meet the Service Availability and Service Response minimums as set forth in this Agreement, at County's request, Contractor shall provide service credits in accordance with the following matrix:

First (1) month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions

Second (2) time in a twelve-month period of missed availability or response minimum: 10% of the MRC (listed above) paid for the applicable month for the affected Service

Third (3) time in a twelve-month period of missed availability or response minimum; 20% of the MRC (listed above), paid for the applicable month for the affected Service

Fourth (4) or more occurrences in a twelve-month period of missed availability or response minimum; 30% of the MRC (listed above) paid for the applicable month for the affected Service

Definitions:

Impact: The objective measure of the effect of an Incident on the business.

Urgency: The subjective value assigned to the Incident related to time to resolve.

Priority: Defined as the intersection of Impact and Urgency.

Incident Acknowledgement: Time measured from “Case Created” to “Case Acknowledged” by Insight

Incident Update: Add relevant information on incident status to the incident ticket.

Incident Resolution: Time measured from “Case Acknowledged” to “Case Resolved” OR “Case priority lowered” OR “Case moved to a Monitoring State.” Lowering case priority is defined by all of the following:

- Service is Restored
- Agreed by Client
- Case remains open for root cause analysis or additional case activities

Service Requests

Service Requests are defined as minor (standard) changes that may be requested by clients in support of normal IT operations. Service Requests may be initiated through Insight’s service request catalog made available through the service management portal. Service Requests are considered low risk changes that can be carried out quickly using standard operational change processes, may include automation, and do not require advanced planning, scheduling, or change controls. The expected time to fulfil the request varies and is specific to the type of request. The expected delivery time will be displayed on each request item. Request Fulfillment is offered as an inclusive service for certain tiers of offerings.

For services requested that do not meet the criteria, Service Hours allow for a pre-paid allotment of time to cover the engineering and management resources required.

Service Request Type	Example
Request for a service action	Open a port on an existing firewall
Request to provision a new resource	Request to add memory to a VM
Request for information	Request for a backup report

Request for access	New domain admin account for an engineering resource
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Emergency Changes

Insight recognizes that from time to time there may be a need or request to implement an emergency change. Emergency Changes, unless otherwise specified, are not included in the price of any standard service. Emergency Changes may be requested for a variety of reasons and are almost always driven by client urgency because of the need for accelerated time to delivery.

Insight offers two methods to address Emergency Changes:

Method	Impact on ability to start work	Emergency Change Multiplier
Pre-purchased Service Hours	No Impact – Start immediately based on resource availability	1.5X Normal Rate
Hourly Rate	Client must sign SoW and agree to terms prior to starting work Lower priority for resource availability	2X Normal Rate

Service Offering - Managed Network

Service Overview

Insight shall provide its Managed Network services, which shall provide a comprehensive set of services, processes, and tools designed to operate and maintain networking technologies 24x7 around the globe. Managed network services cover not only management of enterprise class, physical network devices, but also virtual devices whether on premise at a remote site, in a colo, or even in the public cloud. The Managed Network offering is designed to complement or replace complete network operational management.

Insight's Managed Network service will provide the following key business outcomes:

- Provide a stable and reliable Network infrastructure and services
- Provide visibility to the health and performance of the network
- Keep the infrastructure patched and up to date
- Provide rapid response to issues through Event and Incident management
- Manage carrier issues so our clients can manage their business
- Manage in scope Networking technology vendor support and escalations
- Limit downtime through proper maintenance of the infrastructure
- Help our clients maximize the use of their network infrastructure technologies

As with any solution of this nature, it is critical that the system is properly sized, architected, and implemented prior to the application of any managed service. This managed service assumes that the network environment has already been properly designed and implemented. This service provides ongoing steady state management of the networking infrastructure.

Supported Technologies *

Category	Vendor and Devices Supported	Additional Notes
Routers	Cisco, Juniper	
Switches	Cisco Catalyst / Nexus Switch, Meraki MS, Extreme, HPE/Aruba ProCurve switches, Juniper	
Firewalls	Cisco ASA, Cisco Firepower, Fortigate, Juniper, Meraki MX, Palo Alto, SonicWall	Managed Network (NOC) service provides core Up/down monitoring of the firewall, modifications to ACLs, and validation that monitored interfaces are healthy and passing traffic. SOC services are optional and scoped separately.
Load Balancers	F5, NetScaler	
Network Application Management	Cisco FMC, Cisco ISE, Aruba Central, Palo Alto Panorama, Palo Alto Prisma, Aruba ClearPass, FortiManager	
Wireless Access Points	Aruba, Cisco, Extreme, Juniper, Meraki MR	
SAN Switching	Brocade, Cisco	Ethernet based

*Supported list assumes current manufacturer technology.

*If not specifically stated here, it is NOT included.

Not Included (Out of Scope). The following services are not included in Contractor's Managed Network services:

- Detection or ticketing of security events will require subscription to Managed Security services.
- If the existing environment needs refreshing or re-architecture, then optional consulting and design services are available separately from Insight as they are not included in this service offering.
- SD-WAN monitoring and management
- Managed Security
- Device Discovery (Manual or Automatic)
- Network Diagrams
- Maintenance Agreements
- Major Upgrades
- Remote hands
- Cabling or Electrical Services
- Netflow monitoring and reporting
- Architecting & Deployment of new services
- End user support
- Asset Lifecycle
- Bug Scrubs
- Wireless site surveys
- Circuit cost analysis or management
- Identity Access Management / Zero Trust (ISE)
- IP Address Management (IPAM)

Note: This is not an exhaustive list, but rather a sampling of examples.

Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles.

	Insight	Client	Scoped Project / SOW
Operations Support			
24/7/365 management and monitoring of network solution	X		

Vendor and Carrier Escalation	X		
Troubleshooting of user connectivity		X	
Supporting end-users with application performance issues.		X	X
Health Checks (bi-annual firmware assessment)	X		
Perform major system upgrades			X
Service Management and Reporting			
Incident Management	X		
Service Request management	X		
Patch Management	X		
Change Enablement	X		
Problem Management	X		
Capacity Reporting	X		
Health and Performance Reporting	X		

Assumptions and Prerequisites

The following project-specific assumptions apply for this service engagement:

- This service assumes a properly architected and implemented solution that is running in an optimized state. This includes sufficient capacity for current and future business needs.
- Onsite support is not included.

Service Offering - Managed IBM Power Systems

Service Overview

Contractor agrees to deploy Insight Managed IBM Power Systems to help ensure that the County's IBM assets perform as expected and mission-critical business data is properly protected across Insight's global datacenters.

The Insight IBM cloud framework is built to the highest industry standards and leverages a fully certified IBM and AIX operating systems to host virtual workloads. High availability principles are leveraged to offer fundamental resiliency within its design. These design tenets also provide the framework for a diverse range of data protection and business continuity services to meet business and compliance demands.

The Managed IBM Power service is a managed service designed to provide Clients with the technology management processes and tools required to monitor, support, and maintain a server in an Enterprise network. Insight Service extends the essential IBM cloud hosting services that includes the following:

- Administrative tasks such as provisioning new resources, building new templated servers/LPARS
- Service management processes of monitoring and event management, incident management, service request management, change enablement and problem management.
- Servers covered under this service will be reviewed with the Client as IBM's cumulative PTF packages are released and/or semi-annually and as needed Services included within this offering apply to a single physical or virtual server instance.
- Insight will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU, and memory usage.

Service Details

Insight IBM Cloud, will increase service availability and reduce CapEx. Contractor will provide cloud-like agility plus constant system monitoring, hosting and management, which shall include:

- 24/7/365 management and monitoring with follow-the-sun support of IBM Power® servers, storage, and operating systems with associated software
- Single point of accountability for your IBM systems
- Enables cost savings while improving systems availability
- Round-the-clock monitoring of servers and applications, plus the latest fixes, patches, and PTFs
- Automated and customizable alerts, NOC operations desk, best-in-class tools, and full visibility via the online Insight portal
- Remote server access management and support for software installs and upgrades
- Proactive systems management — remote server access, software installs/upgrades, hardware maintenance, patch management
- Manage systems on-premises, in Insight cloud, or in any data center
- Backup and Recovery solutions offer standard backups and Business Continuity and Disaster Recovery ("BCDR") options.
 - For AIX, a NIM server (AIX LPAR infrastructure) is necessary to restore customer LPARs. Root access to the customer LPARs is required for this process, along with an NFS mount to save the OS backup on the customer's LPAR.
 - For IBMi, IBM's BRMS (Backup and Recovery Management System) is used to perform backups to tape, either physical or virtual, using customizable backup sets. Tapes are stored offsite for disaster recovery.

Supported Technologies:

- IBM POWER servers to include Power 9, and 10

- Operating systems: AIX, IBMi

**EOL OS versions that are no longer supported by the vendor will be a best effort*

Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles and should be understood by all parties involved.

	Insight	Client	Scoped Project
Operations Support			
24/7/365 management and monitoring of IBM systems	X		
Monitoring (software and hardware) management & alerting	X		
Underlying network equipment monitoring and management	X		
OS configuration and administration	X		
Problem determination and resolution with IBM Support	X		
Perform full version OS system upgrades		X	X
Backup and Recovery	X		
Service Management			
Incident Management	X		
Service Request management	X		
Patch Management	X		
Change Enablement	X		
Problem Management	X		
Capacity Reporting	X		

Assumptions and prerequisites

The following project-specific assumptions apply for this service engagement:

- This service assumes a properly architected and implemented solution that is running in an optimized state. This includes sufficient capacity for current and future business needs.
- The IBM Power system requires adequate resources (disk, memory, processor) for the installation of monitoring software, which uses minimal resources but necessitates 5GB of disk space for setup.
- A County staff member will be available to work with the Insight project leader to plan implementation, determine monitoring parameters and to ensure a smooth transition.
- County or hosting service provider shall maintain service contracts on the supplied hardware.
- The Backup Recovery Media Services (BRMS) have been licensed and installed on the system.
- Back up and server replication is not included in this service, but it is available with the Managed IBM Power Systems - Replication service offering.

Client Specific Information Regarding IBM Management

System Specifications

System Name	MT-Model	CPW	Memory	Storage
SMCTAXxx	9105-22B	15390	48 GB	3.94 TB
SMCWEBxx	9105-22B	1924	48 GB	920 GB
SMCDVxx	9105-22B	15313	48 GB	5.59 TB

MAINTAIN iSERIES SYSTEM SPECIFICATIONS

Contractor shall maintain iSeries System specifications as specified below and shall follow the backup schedule provided herein.

Common Specifications

- Operating System: V7R4
- CPU: Power 10
- Each system/LPAR (logical partition) has an external SAN and each SAN is RAID protected.

Backup Schedule

Server Name	Frequency	Retention Period
SMCTAXxx	Daily	30 days

	Weekly	30 days
	Monthly	365 days
	Yearly*	7 years
SMCWEBxx	Daily	30 days
	Weekly	30 days
	Monthly	365 days
	Yearly*	7 years
SMCDVxx	Monthly	99 days

*Contractor agrees that annual backups of the above-referenced servers will be performed, archived and accessible by the Controller's Office.

Third Party Software Application Requirements

Contractor will partner with County in installing, supporting, and maintaining any necessary 3rd party software applications required to run in association with the County's Property Tax Accounting System.

Service Offering - Managed IBM Power Systems Replication

Service Overview

Contractor shall provide Insight Managed IBM Power Systems Replication to help ensure set-up of a disaster recovery and high availability platform that matches the County's business needs. This service includes assessment, technical recommendations and implementation of the best option through either Object based replication software or Storage-based replication approach.

The Insight IBM cloud framework is built to the highest industry standards and leverages a fully certified IBM and AIX operating systems to host virtual workloads. Multi-site replication and high availability principles are leveraged to offer fundamental resiliency within its design. These design tenets also provide the framework for a diverse range of data protection and business continuity services to meet business and compliance demands.

The Managed IBM Power Systems Replication service is a managed service designed to provide Clients with the technology, management processes and tools to replicate the IBM Power systems.

This service extends the Managed IBM Power Systems or IBM Monitoring that includes the following:

Service Details

Insight IBM Cloud will increase service availability and reduce CapEx. Contractor agrees to provide cloud-like agility plus constant system monitoring, hosting and management, which shall include:

- Assessment of technical and business needs.
- Technical recommendations and approval phase.
- Provisioning of resources which may include licensing of software or subscriptions (SaaS), provisioning DR LPARs or storage devices.
- Data integrity/validation, systems configuration
- Initial system replication set up and testing
- Includes 2 full switch DR tests or Bubble test (virtual test)
- Monitoring and escalation of replication systems issues
- Automated and customizable alerts, NOC operations desk, best-in-class tools, and full visibility via the online Insight portal
- Remote server access management and support for software installs and upgrades
- Proactive systems management — remote server access, software installs/upgrades, hardware maintenance, patch management
- Manage systems on-premises, in Insight cloud, or in any data center

Supported Replication Technologies:

- MIMIX (Object-based)
- QEDD (Object-based)
- FlashCopy (Storage-based)
- SAN to SAN (Storage-based)

**EOL OS versions that are no longer supported by the vendor will be a best effort*

Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles.

	Insight	Partner	Client	Scoped Project
Operations Support				
Pre-Replication				
Assessment of technical and business needs	X			

Recommendation and approval phase	X	X	X	
Initial Replication set up				
Licensing (source and target) *		X		
Installation and configuration*		X		
Seeding of the target system*	X			
Configuring SAN replication set-up*	X			
Ongoing Support				
24/7 Monitoring, Notification and escalation of replication issues & alerts.	X			
Trouble shooting of Object-based replication systems*		X		
Trouble shooting of Storage-based replication systems*	X			
Maintenance of Service agreements for storage HW/SW*			X	
Maintenance of Software subscription for object-based replication*		X		
DR testing Support	X	X	X	

* Applicability varies based on approved replication approach.

Assumptions and prerequisites

The following project-specific assumptions apply for this service engagement:

- This service assumes a properly architected and implemented solution that is running in an optimized state. This includes sufficient capacity for current and future business needs.
- Managed IBM Power Systems or IBM Monitoring is a pre-requirement for this service.

Client Responsibilities:

Client systems should have adequate free space for storage and replication.

Client Specific Information Regarding IBM Replication

REQUESTED BUSINESS CONTINUITY

Contractor agrees to maintain continuity of systems and minimize data loss in accordance with the following standards:

Environment	RPO*	RTO**
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SMCTAXxx	24 hours	12 to 36 hours
SMCTWEBxx	24 hours	12 to 36 hours
SMCDVxxx	24 hours	12 to 36 hours

*RPO (Recovery Point Objective): This is the maximum acceptable amount of data, measured in time, at which data would be recovered.

** RTO (Recovery Time Objective): This is the maximum amount of time a system can be down after failure before causing significant business impact.

Service Offering - IBM Monitoring

Service Overview

Contractor shall provide IBM Monitoring service which is the most basic form of management service for IBM Power. It is designed to provide monitoring only for Operating system level services as well as key physical device elements such as hard drive, CPU and memory utilization. This service shall allow the County to be notified of alerts of these devices with visibility to devices/systems. The services included in this offering shall be applicable on a single virtual or physical instance.

Contractor agrees that this service shall:

- Take burden off the IT administrators allowing automation to provide up/down of devices
- Provide system health at a glance
- Events captured in this monitoring service will be handled and escalated based on identified client escalation procedures.

Supported Technologies

- Halcyon technology for AIX and IBMi

Monitoring and Event Management

Contractor shall provide monitoring, which is the process of collecting, processing, and identifying incidents or notifications for action. Its objective is to determine the health and state of the technology being monitored and identify potential capacity and performance issues or active faults. Contractor shall provide Event Management, which is the systematic monitoring of services and IT infrastructure components and recording and reporting selected changes of state identified as events. Insight provides monitoring tools and maintains a library of monitoring templates and standards, which can be deviated from to meet specific business goals. Event Management relies on monitoring attributes and the accuracy of those attributes made available to the Insight monitoring platform. Monitoring and Event Management require network connectivity and credentials.

Examples of monitoring checkpoints:

	Insight	Client	Scoped Project
Unlimited 24/7/365 monitoring of IBM systems	X		
Service transition concierge onboarding	X	X	
Incident management	X		
Incident remediation	X		
Service request management	X		
Patch Management	X	X	
Service Request Management	X		
Change Enablement	X		
Problem Management	X		
Perform major system upgrades			X

- System availability
- Hardware failures
- CPU utilization
- Storage utilization

Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles and should be understood by all parties involved.

Assumptions and prerequisites

The following project-specific assumptions apply for this service engagement:

- This service assumes a properly architected and implemented solution that is running in an optimized state. This includes sufficient capacity for current and future business needs.
- Designed as an add-on service to the IBM Power Systems as a Service – Essentials, ThinkOn Colocation as a Service – Essentials, or ThinkOn Multi-Tenant Cloud as a Service – Essentials.
- Systems must be reachable by existing monitoring hubs.

Service Offering- ThinkOn IBM Power Systems as a Service – Essentials

Service Overview

Contractor agrees to provide the ThinkOn IBM Power Systems aaS – Essentials service which shall oversee operating systems services and critical physical components such as hard drive, CPU, and memory usage. This service offering is applicable to a single physical or virtual server instance.

Service Details

Insight IBM Power Systems will enhance service availability and reduce CapEx. Contractor agrees that the this service will be cloud-like with continuous system monitoring, hosting and management, with the following features:

- Tier 3 data center hosting in geographically diverse facilities that are SSAE 18 SOC 2 Type II certified and PCI-DSS compliant
- Suitable for public/private/hybrid environments and all types of applications and workloads (Prod/Dev/Test/QA, archive, etc.)
- Basic network services are provided with VDC implementation – vCloud edge gateway.
- Access to cloud resources within VDC provided through individualized management portal
- Ability to manage virtual servers, networks and storage within the virtual datacenter
- Client IBM resources can be quickly scaled to meet additional demands for compute and storage
- Scalable multi-site architecture with the ability to replicate between sites for geo-redundancy and high availability
- High Availability Power HA servicing private and multi-tenant have 99.9% uptime
- All flash storage is standard for Insight cloud deployments

Supported Technologies

Contractor agrees that the following technologies will be supported by this service:

- IBM POWER servers to include Power 9 and 10
- Operating systems: IBMi, AIX

**EOL OS versions that are no longer supported by the vendor will be a best effort*

Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles and should be understood by all parties involved.

	Insight	Partner	Client	Project Statement of Work or Service Hours
Create LPARs and load OS via mgmt. console	X			
Add additional memory	X			
Monitoring (software and hardware) management & alerting	X			
Underlying network equipment monitoring and management		X		
Hardware configuration and administration		X		
OS configuration and administration	X			
Critical code releases and security vulnerability patches to network service		X		
Critical code releases and security vulnerability patches to hosted infrastructure		X		
Incident management	X			
Service request management	X			
Change enablement	X			
Vendor escalations for vendor network and hardware services		X		
Perform full version OS system upgrades*				X
Administration of system backup and recovery	X			

*Optional services

Assumptions and prerequisites

The following project-specific assumptions apply for this services engagement:

- This service assumes a properly architected and implemented solution that is running in an optimized state.
- Client and its data center hosting provider is responsible for any off-site transportation and storage of media
- The Backup Recovery Media Services (BRMS) have been licensed and installed on the system.

- Client and its data center hosting provider are responsible for any off-site transportation and storage of media.
- The management of the IBM Power Servers is not included in this service offering.

Service Offering - ThinkOn Multi-Tenant Cloud as a Service – Essentials

Service Overview

Contractor agrees to provide ThinkOn Multi-Tenant Cloud aaS – Essentials which shall provide state of the art hardware and software solutions to host the most demanding application workloads.

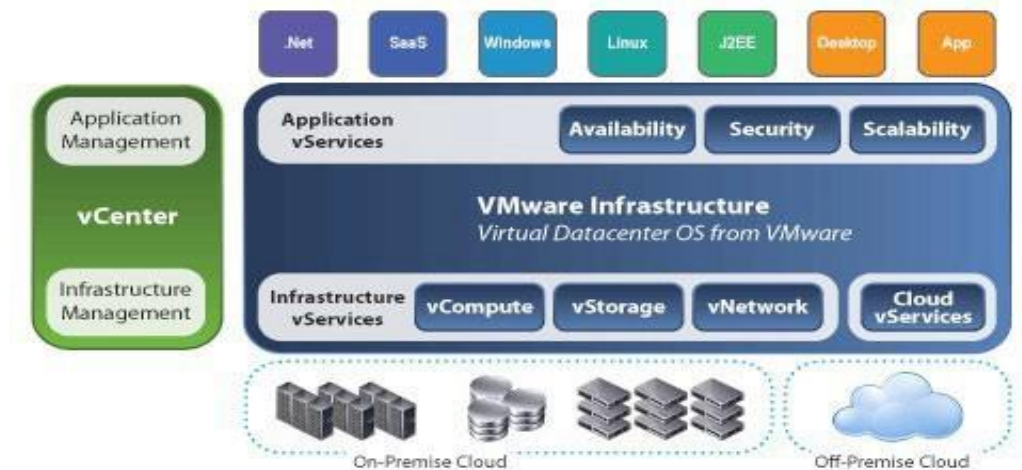
Contractor agrees that the ThinkOn cloud framework is built to the highest industry standards and leverages a fully certified VMWare stack at its core for hosting virtual workloads. The environment is architected and deployed leveraging high availability principles to offer fundamental resiliency within its design. There is an ability to provide multi-site replication if desired. These tenets also provide the framework for a diverse range of data protection and business continuity services to meet business and compliance demands.

Service Details

Virtual Datacenter Services (VDC): This service shall have the following features:

- VMware based multi-tenant cloud; built on highly resilient and redundant compute and storage infrastructure
- Basic network services are provided with VDC implementation
- Access to cloud resources within VDC provided through individualized management portal
- Ability to manage virtual servers, networks and storage within the virtual datacenter
- Client VDC resources can be quickly scaled to meet additional demands for compute and storage
- Scalable multi-site architecture with the ability to replicate between sites for geo-redundancy and high availability is available
- Highly Available computer clusters servicing private and multi-tenant cloud have 99.99% uptime
- Storage tiering options include:
 - High Performance for applications that require it
 - Standard Performance for archival needs
 - Standard VMware network constructs are in place
- Backup and Recovery options of Zerto and Commvault

Virtual Datacenter (VDC) concept:



Service Delivery Roles and Responsibilities

The following matrix provides a view of the various delivery tasks and defines who is responsible for in scope tasks. This list is meant to provide a high-level overview and is not meant to be an exhaustive list of services that may be performed. It is meant to serve as a guide for delivery roles and should be understood by all parties involved.

	Insight	Partner	Client	Project / SOW or Service Hours
Create LPARs and load OS via mgmt. console	X			
Add additional memory	X			
Monitoring (software and hardware) management & alerting		X		
Underlying network equipment monitoring and management		X		
Management of all underlying infrastructure in service of the VDC		X		
Hardware configuration and administration	x			
OS configuration and administration	x			
Critical code releases and security vulnerability patches to hosted infrastructure	x			
Critical code releases and security vulnerability patches to network services		X		

	Insight	Partner	Client	Project / SOW or Service Hours
Incident management	X			
Service request management	X			
Change enablement	X			
Vendor escalations for vendor network and hardware services		X		
Perform full version OS system upgrades			X	X

Assumptions and prerequisites

The following project-specific assumptions apply for this services engagement:

- This service assumes a properly sized, architected and implemented prior to the application of any managed service.
- All alerting and event management is the responsibility of the customer unless additional services are purchased.
- All software and hardware licenses must be procured by the customer.
- The Backup Recovery Media Services (BRMS) have been licensed and installed on the system.
- Unless additional services are acquired, Insight will not provide any support to the environment.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Monthly Recurring Charges

The County agrees to pay monthly recurring charges to Contractor in accordance with the table below:

Service	Monthly Recurring Charges
Managed Service: Managed Network Services	\$480.00
Managed Service: Managed Infrastructure Services	\$10,635.00
Hosting IBM Services**	\$21,129.47
Total	\$32,244.47

** Hosts three (3) Production IBM Servers and three (3) Dev/Test/DR IBM Servers.

The Monthly Recurring Charges shall be due within 30 days following the end of each month during the Term of this Agreement.

The components of the monthly recurring charge for each of the respective listed services are set forth below:

Managed Network Services

Device Type	Units*	Price Per Unit Per Month	Monthly Recurring Charge (MRC)
Firewalls			
Core Firewall Primary devices (up to 2 contexts/circuits and 10 Site to Site VPNs)	2	\$155.00	\$310.00
Core Firewall Secondary devices (up to 2 contexts/circuits and 10 Site to Site VPNs)	2	\$85.00	\$170.00
Managed Network Services / Subtotal			\$480.00

Managed Infrastructure Services

Device Type	Units*	Price Per Unit Per Month	Monthly Recurring Charge (MRC)
Managed IBM Power Systems			
IBM Server Management - Advanced - Production	3	\$650.00	\$1,950.00
IBM Server Management - Advanced - DEV/TEST/QA/HA	3	\$550.00	\$1,650.00
IBM Replication Software (per LPAR pair)	3	\$1,050.00	\$3,150.00
IBM HA Software (per LPAR pair)	3	\$1,295.00	\$3,885.00
Managed Infrastructure Services / Subtotal			\$10,635.00

Term	MONTHLY FEES				
	Monthly Recurring Charge (MRC)	Hosting Fee	Engineering Support Services Fee	Minimum Monthly Recurring Charge	Total Minimum Fees including One-Time Fees
36 Months	\$11,115.00	\$21,129.47	\$0.00	\$32,244.47	\$1,160,800.92

Hosting

Description	Units*	Price Per Unit Per Month				
			Year 1	Year 2	Year 3	
CMH Datacenter - Dev/Test/DR		-				
Critical Compute Services - IBM Cloud Power Servers - Powered by IBM		-				
		-	\$	-	\$	
		-	\$	-	\$	
IBM Power Cloud Backup Storage (1Gb)	10173	0.38	\$	3,865.74	\$	3,865.74
IBM Power Cloud Tier 0 Storage (1 Gb)	10173	0.04	\$	406.92	\$	406.92
IBM Power Cloud Compute Unit (1 CPW)	32624	0.19	\$	6,198.56	\$	6,198.56
		-	\$	-	\$	-
IBM Power Cloud Memory (per Gb)	144	3.96	\$	570.24	\$	570.24
		-	\$	-	\$	-
		-	\$	-	\$	-
Critical Compute Services - Multi Tenant Cloud - Powered by VMware		-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-
COMPUTE UNIT - (1xVCPUs, 2GB VRAM)	14	18.76	\$	262.64	\$	262.64
DATA STORAGE - BlockStore - Tier 0 - Cloud (per Gib)	260	0.04	\$	10.40	\$	10.40
INTERNET CONNECT - Shared Multi-Home Internet Access burstable to 100Mbps (per connection)	1	101.24	\$	101.24	\$	101.24
INTERNET CONNECT - Public IP Address (per IPv4 address)	1	3.58	\$	3.58	\$	3.58
VM O/S - RED HAT ENTERPRISE LINUX SERVER LICENSE (32/64 bit x86)	2	20.11	\$	40.22	\$	40.22
VM O/S - MICROSOFT WINDOWS SERVER LICENSE (2016, 2019, 2022)	1	23.71	\$	23.71	\$	23.71
		-	\$	-	\$	-
Shared DC Interconnect	1	222.23	\$	222.23	\$	222.23
		-	\$	-	\$	-

Critical Compute Services - IBM Cloud Power Servers - Powered by IBM	Per Unit Cost
IBM Power Cloud Backup Storage (per 1Gb)	\$ 0.48
IBM Power Cloud Tier 0 Storage (per 1 Gb)	\$ 0.05
IBM Power Cloud Compute Unit (per 1 CPW)	\$ 0.24
IBM Power Cloud Memory (per Gb)	\$ 4.94

2. Optional costs for, but not limited to, training and additional professional services outside the scope of the proposal available on retainer.

	Monthly Costs
Dedicated DC Interconnect – 1GB	\$1,353.33

If the County requests support in writing to move from the shared data center interconnect to a dedicated interconnect, such charges will be billed at the monthly amount specified in this section, subject to the fiscal limitations set forth in Section 3 (Payments) of this Agreement.

3. As-Needed Additional Service Rates/Limit

- A. The following rates shall apply for all As-Needed Additional Services rendered based on the resource providing the Service:
- a. iSeries Consultant \$200 per man hour
 - b. Program Application Consultant \$175 per man hour
 - c. Senior Network/Unified Communications Consultant \$175 per man hour
 - d. Network Engineer \$150 per man hour
 - e. Ad-hoc remote support services \$125 per man hour

Unless otherwise defined in this Agreement, As-Needed Additional Services to be performed will be during normal County business hours, Monday through Friday 8:00 a.m. to 6:00 p.m. Pacific Standard Time ("Business Hours"), except for holidays, and mutually agreed upon periods. All work performed after hours, defined as those hours outside of these Business Hours, must be approved by the County in advance and shall be billed at 1.5 times the applicable rate above. Travel expenses are not authorized and will not be reimbursed under this Agreement.

- B. Contractor understands and agrees that any As-Needed Additional Services, including future upgrades, and other technical support that are not otherwise covered in the services listed in Exhibit A, must be approved in advance by County in writing, and that the total charges for such services shall exceed the amount of \$100,000, Prior to commencing any As-Needed Additional services, Contractor will provide the County with a written statement of work

itemizing the proposed additional services and associated costs. The written statement of work must be approved and agreed upon by the County in writing. County is not responsible for paying for As-Needed Additional Services that are not pre-approved and agreed in writing by County.

- C. Notwithstanding anything herein to the contrary, in no event shall the County's total fiscal obligation exceed the limits set forth in Section 3 (Payments) of the Agreement.
- D. Contractor acknowledges the consideration provided hereinabove is a gross amount of consideration and that the County will not withhold from such consideration any amounts as to income taxes, social security payments or any other payroll taxes. All such income taxes and other such payment shall be made or provided for by Contractor and the County shall have no responsibility or duties regarding such matters. Neither the County nor the Contractor possesses the authority to bind each other in any contract without the express written consent of the entity to be bound.

Exhibit C

Whitepaper Review of Service Transition (Onboarding) to Managed Services

Service Transition is the onboarding activity that occurs between the time a client signs a contract to consume Managed Services from Insight and the handoff to a Service Delivery team to provide the contracted services. It builds the bridge to Steady State Service Delivery by ensuring that complete data is gathered, tools are deployed, tested, and tuned to monitor the environment, and knowledge transfer is thorough and educational for the delivery team. The bridge built by Service Transition leads to a well-built foundation for delivering managed services. It is a collaborative engagement and is most effective when the client and Insight work together to gather data, deploy tools, and engage in knowledge transfer. Much of this activity is conducted in workshops throughout the process.

The Service Transition Integrated Team

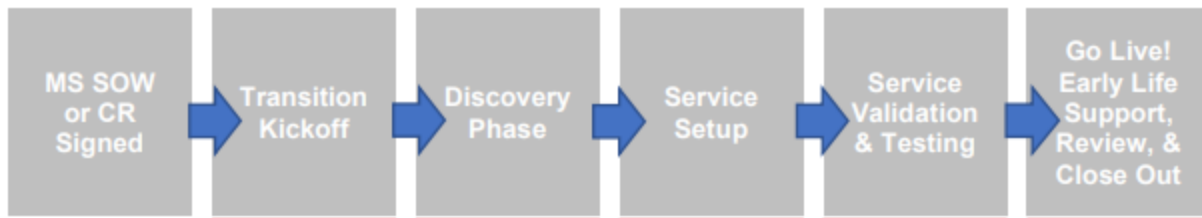
Each client is assigned a Transition Manager to execute the process. Transition Managers use many of the same tools and approach as Project Managers. They “own the outcome” and thus they are ...

- Pro-active problem solvers who understand well the services they are transitioning.
- Adaptive and flexible in applying transition workflows.
- Leaders\drivers\bulldogs ... not simply status reporters and task trackers
- Capable of and inclined to “ask the tough questions” and hold people\teams to accountability (both Insight and client!)
- Understanding of both the client perspectives/expectations and Insight delivery standards
- Diverse in assignments, transition managers know how to onboard multiple services.
- Disengage after Early Life, handing off the on-going client relationship to Service Delivery

Supporting the Transition Managers are Transition Engineers (who set up tools and monitoring), Knowledge Specialists (who translate client knowledge into articles for the delivery teams to refer to when providing support) and representatives of each of the delivery teams that will own support in steady state. Client representatives are required to be involved and participate in the transition process.

The Service Transition\Onboarding Process

The typical transition timeline runs 6 to 9 weeks from the time that a contract is signed but can be shorter or longer depending upon the services that have been contracted. Service Transition workflows have unique activities that are dependent on the services being onboarded. Thus, a workflow to onboard Managed Infrastructure will be different than the workflow to onboard a client to End User Services such as the Service Desk or Managed Endpoint. Each workflow will have its' own timeline. There is a base commonality to all transition workflows, represented as follows:



Transition Kickoffs

Service Transition starts with a Kickoff and introduction to the transition team. There will be a Confirmation Briefing workshop to ensure that there is alignment on expectations for service delivery after which follows the development of the Service Transition Plan and Timeline.

Discovery Phase

Discovery consists of client and transition team workshops on (varies by services):

- Service Prep Form
- Infrastructure Architecture
- Past 60-Day Ticket Review
- Knowledge Transfers · Credentials Exchange
- Security Policies, Change Mgmt.
- ITSM Integration
- Escalations and Notifications
- Workshops (these vary by services that are in scope)
 - Although most of the “hard” information to setup the tools for delivering managed services can be obtained in completing spreadsheets and other ways to physically exchange data, the “soft” information required for service delivery to meet the anticipated outcomes is better obtained in direct exchange. The more that the client can participate in the workshops and process, the better prepared Insight Managed Services will be to deliver outcomes that meet expectations. This can also help accelerate the transition process or ensure that the transition is completed in the project timeline window and without delay.

Service Setup Phase

Service Setup varies by service offering and may include:

- Tool Deployment and Activation
- KBAs Creation
- Delivery Team training
- Insight Management Appliance
 - Infrastructure and Cloud service delivery requires the use of a Management Appliance. This appliance (which is usually a physical 1U Dell Server but can be virtual in some environments) hosts a VM which serves as the monitoring collector

(Science Logic) as well as a VM for remote access by the delivery teams to the client environment. The information for Insight to configure and ship the appliance is obtained via the Server Prep Form in Discovery

Service Validation and Testing

Service Validation and Testing includes:

- Soft Launch (Service Desk Only)
- Alert Normalization (Infrastructure, Cloud, and Security Services)
- QA review (all)

Go Live, Early Life, Review and Close Out

GO LIVE is when the service delivery teams can begin to provide their services as contracted.

- GO LIVE is a non-intrusive event and each service may have its' own Go LIVE date.
- Partial GO LIVE dates are discouraged.
- The GO LIVE date is the Service Operational date for invoicing.

Early Life occurs for the first two weeks after Go Live. During this period, Service Transition, Service Delivery, and the Client work together to optimize the delivery of the services.

Once the Early Life period is complete, Service Transition disengages.

Assumptions

There are many discussions and exchanges of information that lead to the eventual signing of a contract to consume Managed Services. The help level set, here are a few assumptions which we make upon the start of Service Transition. All assumptions are vetted during the Alignment Review process that begins at Kickoff.

- We will move forward based on the workflow timelines for each service, not anticipating pauses or requests to delay the implementation of some of the services.
- Resources on the client side are available to work with Insight to conduct Knowledge Transfer in a timely manner that is respectful of the client needs to conduct day to day business as well as work with Service Transition.
- Insight Managed Services will be allowed access to client systems, pursuant to client Security Policies.
- Support is delivered via an "All Shore" delivery model, utilizing resources across the globe to provide 24/7 availability. Service Transition workflows, support resourcing, and pricing is based on this "All Shore" shared delivery model and thus the assumption made is that the client does not have restrictions on utilizing an "All Shore" service delivery.

Insight Contract with SOW 10-22-25

Final Audit Report

2025-10-23

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