

**COUNTY OF MENDOCINO
AGREEMENT FOR EQUIPMENT, SOFTWARE AND SERVICES**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and NOKIA OF AMERICA CORPORATION, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for network upgrade, improvements and related services for the COUNTY Public Safety Microwave Radio Communications System; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

WHEREAS, This Agreement provides for: (a) the sale by CONTRACTOR to COUNTY of new and/or refurbished standard equipment and components made commercially available for sale by CONTRACTOR ("Equipment"), (b) the license by CONTRACTOR to COUNTY of standard software and firmware (including third-party software and firmware) made commercially available for license by CONTRACTOR, regardless of the form or media on which it is delivered, solely in object code form and excluding source code ("Software"), (c) the license by CONTRACTOR to COUNTY of commercially available standard documentation relating to any Equipment or Software ("Documentation") and (d) the performance of services by CONTRACTOR ("Services"). The parties will enter into one or more addenda or statements of work (each an "Addendum" and collectively "Addenda") to supplement this Agreement for specific Products or Services. All references to "Agreement" include this document and its schedules together with any and all Addenda and their attachments. The term "Product" refers to Equipment, Software and/or Documentation, and the term "Licensed Materials" refers to Software and/or Documentation.

WHEREAS, COUNTY will purchase Equipment, license Licensed Materials and/or engage CONTRACTOR to perform Services by delivering to CONTRACTOR a written order (an "Order"). COUNTY may request in writing changes to an Order ("Change Request") that CONTRACTOR has previously accepted. In response to a Change Request, CONTRACTOR will provide written Quotations, including any changes to prices, license fees, delivery dates or completion dates. A Change Request is a separate Order subject to CONTRACTOR's change order process and written acceptance.

NOW, THEREFORE it is agreed that COUNTY does hereby agree to purchase Equipment, license Licensed Materials, and retain CONTRACTOR to provide the Services all described in Exhibit "A", and CONTRACTOR accepts such engagement and agrees to sell the Equipment and license such Licensed Materials, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Statement of Work(s)
Exhibit E	License Grant
Exhibit F	Limited Warranty

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million, One Hundred Seventy Thousand, Two Hundred Seventy-One Dollars and Eighty-Five Cents (\$1,170,271.85) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Janelle Rau 12/16/20
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 0717

Line Item: 862239-IT047

Grant: Yes No

Grant No.: N/A

CONTRACTOR SIGNATURE 1/NOKIA OF AMERICA CORPORATION

By: Desiree Obleton

Date: December 16, 2020

CONTRACTOR SIGNATURE 2/NOKIA OF AMERICA CORPORATION

By: Shawna L. Culver, Contract Manager

Digitally signed by: Shawna L. Culver, Contract Manager
DN: CN = Shawna L. Culver, Contract Manager, email = shawna.culver@nokia.com, C = US, O = Nokia of America Corporation, OU = Legal and Compliance
Date: 2020.12.16 13:42:55 -0600

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

NOKIA OF AMERICA CORPORATION

3100 Olympus Blvd., Suite 100

Dallas, TX 75019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: JAN 07 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Roskey Daugherty
Deputy JAN 08 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Roskey Daugherty
Deputy JAN 08 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 12/16/2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 12/16/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janelle Rau
Deputy CEO

Date: 12/16/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said Service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **SERVICES INDEMNIFICATION.** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor (a) shall assume the defense of, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations as relating to the provision of the Services under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. **INFRINGEMENT INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor (a) shall assume the defense of the COUNTY from and against any and all claims, demands, actions or proceeding alleging an infringement or misappropriation of any United States patent, copyright, trade secret or other intellectual property right of any third party (other than an affiliate of COUNTY) because of use, consistent with CONTRACTOR's specifications, of any Equipment manufactured by CONTRACTOR or Software owned by CONTRACTOR (a "Claim") and provided to COUNTY under this Agreement; and (b) shall indemnify COUNTY against, and hold COUNTY harmless from, any and all costs and damages assessed against COUNTY in a final judgment on such Claim, alleged to be occurring or resulting in connection with the CONTRACTOR'S obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY.

If COUNTY's use of any Product is enjoined as a result of any Claim, is subject to a Claim, or in CONTRACTOR's opinion is likely to be enjoined or to be subject to a Claim, then, at its expense, CONTRACTOR may: (a) procure for COUNTY the right to continue to use the Product; or (b) replace or modify the Product with a functionally-equivalent or better Product so that COUNTY's use is not subject to a Claim. If CONTRACTOR determines that it cannot accomplish either of the foregoing in a commercially reasonable manner, then, upon CONTRACTOR's request, (c) COUNTY shall deliver the Product to CONTRACTOR, and (d) CONTRACTOR shall promptly credit to COUNTY the price of the Product less a reasonable allowance for use.

CONTRACTOR has no obligations under this Paragraph 3 with respect to a Claim to the extent that it: (a) arises from adherence to design modifications, specifications, drawings or written instructions which COUNTY directs CONTRACTOR to follow, (b) relates to uses of any Product in combination with any item not provided directly by CONTRACTOR, if use of the Product alone would not have resulted in such infringement, (c) relates to the use of any Product in a manner not contemplated by this Agreement, or (d) relates to a modification of any Product by any person other than CONTRACTOR. Furthermore, COUNTY shall

defend CONTRACTOR against any such Claim, and indemnify CONTRACTOR against, and hold CONTRACTOR harmless from, any and all costs and damages incurred by CONTRACTOR arising from any such Claim.

The rights and remedies set forth in this Paragraph 3 are COUNTY's exclusive rights and remedies with respect to third party claims of infringement and misappropriation.

4. LIMITATION OF LIABILITY

- a. In no event will CONTRACTOR or any of its suppliers or licensors be liable for any indirect, special, exemplary, consequential or incidental damages (including lost profits, lost revenues, lost data and other economic losses), however caused and regardless of whether such damages are foreseeable or whether CONTRACTOR has been advised of their possibility.
- b. Except for a claim for personal injury proximately caused by CONTRACTOR, CONTRACTOR's liability for any claim arising out of this Agreement will be limited to actual, provable direct damages not to exceed the price of the Product or Service that is the subject of such claim. IN NO EVENT WILL CONTRACTOR'S CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES OF COUNTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL PRICE ACTUALLY PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT.

5. DELIVERY, TITLE, AND RISK OF LOSS

- a. Delivery is FCA CONTRACTOR's designated dock (Incoterms® 2010). CONTRACTOR shall pack each Product for shipment according to CONTRACTOR's commercial standards, except as the parties may otherwise agree in writing.
- b. Title to Equipment, and risk of loss and damage to any Product, pass to COUNTY upon full payment. CONTRACTOR and its licensors retain title to all Licensed Materials, CONTRACTOR Confidential Information, and other data delivered to COUNTY and all copies of same.
 - i. "Confidential Information" means: (a) any nonpublic information disclosed by either Party (the "Discloser") to the other Party (the "Recipient") in any form, including written, electronic, photographic or other tangible form, or information provided orally or visually; (b) any notes and other records made from or about such information; and (c) all copies of any of such information, notes or other records. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified by Discloser with a legend as being confidential or proprietary, but the

absence of such mark or identification will not affect Recipient's obligations to treat such information as Confidential Information.

1. Use of Confidential Information. Discloser grants Recipient the right to use the Confidential Information solely to exercise its rights and to perform its obligations under this Agreement (the "Purpose"). Recipient shall hold the Confidential Information in confidence using the same degree of care the Recipient normally exercises to protect its own proprietary information of a similar nature, using no less than a reasonable degree of care, and shall not disclose the Confidential Information to any third party, except as expressly provided herein, and as may be required by the California Public Records Act. Recipient may disclose Discloser's Confidential Information only to those of Recipient's and its affiliates' employees ("Representatives") who require knowledge of the Confidential Information to accomplish the Purpose and who have been advised by Recipient of their obligations under this Agreement. In addition, Recipient may disclose Confidential Information of Discloser to Recipient's subcontractors and agents who, in each case, (i) require knowledge of the Confidential Information to accomplish the Purpose, (ii) have agreed in writing to maintain the confidentiality of the information and (iii) are not competitors or employees of any competitor of CONTRACTOR or any of its affiliates (when COUNTY is the Recipient). Recipient shall provide Discloser with a copy of each such writing at its request. Recipient is liable for each Representative's, subcontractor's and agent's compliance with this Agreement. An individual who has seen Discloser's Confidential Information under this Agreement is not precluded from working on projects for Recipient that relate to similar subject matters whether during or after the term of this Agreement, provided that the individual does not use or make reference to Discloser's Confidential Information.

6. ACCEPTANCE AND VERIFICATION TESTING

- a. Products are deemed accepted upon shipment to COUNTY, unless CONTRACTOR is obligated to install the Products by the terms of an applicable Addendum or Quotation.
- b. When CONTRACTOR is required by the terms of any Addendum or Quotation to install a Product, CONTRACTOR will perform its standard verification tests after the installation Service for that Product is complete, and upon successful completion, CONTRACTOR shall advise COUNTY that the installation has been verified. Upon the earlier of COUNTY's commercial or beneficial use of a Product or receipt of such advice (a) the Product will be deemed accepted by COUNTY and (b) any failure by CONTRACTOR to perform the related installation Services will be deemed waived by COUNTY. If COUNTY's actions cause a delay in CONTRACTOR's installation for more

than 15 days (in aggregate) following delivery, COUNTY's acceptance will be deemed to occur on the 16th day after the delivery date.

c. Acceptance of Services is deemed to occur as Services are completed.

7. EXPORT CONTROL

a. The parties acknowledge that Products, Licensed Materials and Confidential Information may be subject to the export laws and regulations of the United States, the European Union and/or other countries (cumulatively, "Export Laws"). COUNTY shall not use, distribute, export, re-export, transfer, or transmit the Products, Licensed Materials or Confidential Information (even if incorporated into other items) in violation of the Export Laws. If requested by CONTRACTOR, COUNTY will sign written assurances and other export-related documents as may be required for CONTRACTOR to comply with the Export Laws.

8. DATA PRIVACY:

a. COUNTY agrees that personal data received from COUNTY may be transferred to, stored and processed in any country in which CONTRACTOR or its Affiliates or subcontractors maintain facilities. COUNTY hereby authorizes CONTRACTOR to perform any such transfer of personal data received from COUNTY to any such country and to store and process personal data received from COUNTY in order to provide the Services or to perform its obligation under this Agreement.

9. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

10. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all

subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

11. LICENSE GRANT: COUNTY shall use Licensed Material in accordance with the License Grant in Exhibit "F". All Products and Services furnished by CONTRACTOR to COUNTY are for COUNTY's own internal use in the United States only. COUNTY represents and warrants that it shall not resell any Equipment without contacting CONTRACTOR, undergoing a compliance check and entering into a subsequent reseller agreement with CONTRACTOR. COUNTY has no right to sublicense any Licensed Materials.
12. LIMITED WARRANTY: CONTRACTOR provides to COUNTY, and COUNTY accepts a limited warranty solely on or with the single unit or arrangement of Equipment for which the Licensed Material was delivered, for COUNTY's internal use in the United States, as provided in Exhibit "G".
13. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing Services under this Agreement, both COUNTY and CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Both COUNTY and CONTRACTOR shall indemnify and hold one another harmless from any and all liability, fines, penalties and consequences from any failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

14. **PAYMENT:** For Services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

15. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
16. **RESERVED**
17. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that, to the best of its knowledge, it presently has no interest, and does not anticipate any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement.
18. **FORCE MAJEURE:** A party will be excused (a) from whatever performance is prevented by acts or events beyond its reasonable control (including but not limited to acts of war, acts of nature, fire, flood or other natural disasters, government requirements, wars, riots, strikes, power failures, or embargoes) and (b) from satisfying whatever conditions precedent to the other party's obligations that cannot be satisfied due to acts or events beyond its reasonable control. In the event of such delays, the schedule will be extended for the duration of the delaying cause. Despite the preceding sentences, should any Force Majeure prevent COUNTY from making any payment to CONTRACTOR for more than (10) business days, CONTRACTOR shall be entitled to terminate this Agreement upon notice to COUNTY.
19. **ASSIGNMENT:** COUNTY shall not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of CONTRACTOR, in each instance. CONTRACTOR may assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, only with the prior consent of COUNTY, which shall not be unreasonably withheld. Nothing precludes CONTRACTOR from employing a subcontractor in carrying out its obligations under this Agreement. CONTRACTOR's use of such subcontractor will not release CONTRACTOR

from its obligations under this Agreement. Any purported assignment of rights or delegation of obligations in violation of this Paragraph is void ab initio.

20. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO 501 Low Gap Road, Room 1440 Ukiah, CA 95482 Attn: Cody Snider
To CONTRACTOR:	NOKIA OF AMERICA CORPORATION 3100 Olympus Blvd., Suite 100 Dallas, TX 75019 ATTN: Head of Legal and Compliance

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
22. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
23. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract Services are performed. Violation of this provision shall constitute a material breach of this Agreement.

24. RESERVED

25. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

26. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

Upon reasonable notice, CONTRACTOR may inspect and audit COUNTY'S compliance with this Agreement in regard to the Licensed Materials, including assistance and access to applicable materials, personnel, records or documents. If an audit reveals that COUNTY possesses or at any time possessed unlicensed copies of any Licensed Materials, or used any Licensed Materials beyond the licensed functionality, features or capacity restrictions or beyond the terms stated herein, then COUNTY shall pay CONTRACTOR the applicable license fees (plus interest) and the costs incurred in the audit immediately upon request.

27. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this

Agreement, all Documents and Materials, which shall include all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR'S subcontractors or third parties at the request of the CONTRACTOR ("Documents and Materials" as defined in Exhibit D of this Agreement). CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

28. RESERVED

29. TERMINATION

- a. COUNTY RIGHT OF TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving the CONTRACTOR notice; provided that 30-days written notice shall be required prior to termination. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for Equipment, Licenses and Services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its network upgrade, improvements and related Equipment, Licenses and Services for the COUNTY Public Safety Microwave Radio Communications System shall not exceed \$1,170,271.85 payment for Equipment, Licenses and Services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
- b. CONTRACTOR RIGHT OF TERMINATION: Upon the occurrence of any one or more of the following events and upon giving 30-days written notice to COUNTY, CONTRACTOR will have the right, in its sole discretion and without prejudice to any other rights or remedies which it may have under this Agreement, to immediately terminate this Agreement in its entirety and to suspend performance hereunder (including suspension of performance of all outstanding Orders), without any further obligation or liability to COUNTY except with respect to Products already shipped and Services already performed: (a) COUNTY files, or consents to the filing

against it of, any petition for relief, reorganization or liquidation under any bankruptcy or insolvency law of any jurisdiction, or has any such petition filed against it that is not dismissed within 30 days thereafter or makes a general assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over a substantial portion of its assets, or has any proceeding seeking such an appointment filed against it that is not dismissed within 30 days thereafter; (b) COUNTY breaches its obligation to, or otherwise fails, to make payment of any amount when due to CONTRACTOR, regardless of (i) whether such amount results from an invoice, fee or charge due under this Agreement or (ii) whether a portion of the invoice is subject to a Dispute Notice, and such breach or default continues for a period of 10 days after COUNTY's receipt of notice thereof; (c) COUNTY is in breach of any of its material obligations under this Agreement and such breach continues for 30 days after COUNTY's receipt of notice thereof; or (d) COUNTY breaches any term or condition of any Software license or its obligations under "Use of Confidential Information" as defined in paragraph 5(b) and that breach continues for 10 days after receiving notice thereof; or (e) COUNTY breaches any of the terms of any other agreement, as such breach is defined in such agreement, between COUNTY and CONTRACTOR or any of its subsidiaries or affiliates. Each of the events described in subparagraphs (a) through (e) above constitutes an "Event of Default".

- c. BREACH: If a party is in material breach of: (i) a provision of this Agreement related to Services; and/or (ii) a Quotation or Addendum related to Services, and the breach continues for more than 30 days after the non-breaching party delivers to the other party notice thereof, then the non-breaching party may terminate the specific Services provision, Quotation and/or Addendum that is the subject of the breach.
- d. EFFECT OF TERMINATION: Upon termination for any reason or expiry of this Agreement or any Services-related Quotation or Addendum: (a) CONTRACTOR may immediately cease providing any Services; (b) COUNTY shall immediately pay all sums due to CONTRACTOR, for Products and Services provided as of the date of termination, including costs and expenses and pro-rated fees for work partially complete at the date of termination. Upon COUNTY's payment of all amounts owing to CONTRACTOR, CONTRACTOR will deliver all Licensed Materials and work in progress in CONTRACTOR's possession as of the date of termination.
- e. WRITTEN NOTICE: As used in this Paragraph, "written notice" means a reasonably detailed statement of the subject matter of the Event of Default or breach.

30. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the Products set forth in this Agreement, or other means of performing the same functions of such Products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all Products and Services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
31. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
32. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
33. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
34. **ADVERTISING OR PUBLICITY:** Neither party shall use the name of the other party, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of other party in each instance.
35. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
36. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

37. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
38. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) business days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
39. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
40. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Services Indemnification (Paragraph 2) Infringement Indemnification (Paragraph 3), Limitation of Liability (Paragraph 4), Export Control (Paragraph 7), and Conflict of Interest (Paragraph 17), shall survive termination or expiration for two (2) years.
41. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

42. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, limited license, pursuant to Paragraph 11 of this Agreement.
43. CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 3 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

44. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

45. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

46. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all Services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following:

(a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 29 (Termination) or (d) pursue any and all other remedies at law or in equity.

47. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following Services:

Network upgrade, improvements and related services to the COUNTY Public Safety Microwave Radio Communications System as identified in the statement of work, attached hereto as Exhibit D.

1. The term of performance for each Service will begin when specified in the Service Quotation or Addendum and will continue until the earlier of: (a) the expiry date specified in the Quotation or Addendum; (b) the date the Service has been accepted or completed, as the case may be; or (c) the date it is terminated under this Agreement.
2. COUNTY understands that CONTRACTOR is in the business of providing services drawing upon the knowledge, understanding and expertise CONTRACTOR has gained from working with many varied customers. Nothing in this Agreement will be deemed to assign rights to or limit CONTRACTOR's use of any information, know-how or knowledge to the extent it does not contain COUNTY's confidential information.
3. COUNTY hereby grants to CONTRACTOR a non-exclusive, personal, royalty-free and non-transferable license to make, have made, use, execute, perform, copy (as reasonably necessary), display, modify and make derivative works under any and all intellectual property rights owned by COUNTY to the extent necessary for furnishing Services and deliverables under this Agreement and to perform its obligations under this Agreement. Except as expressly set forth in this Agreement, no right or license is either granted or implied by either party to the other with respect to any technical or business information, or with respect to rights in any patents, trademarks, copyrights, trade secrets, mask work protection rights, and other intellectual property. Subject to COUNTY's right, title and interest in COUNTY's Confidential Information, any and all inventions, derivative works, improvements, developments or innovations that CONTRACTOR (and its contractors or consultants, as the case may be) may make, conceive or devise in the course of performing Services and/or furnishing deliverables under this Agreement, are the sole and exclusive property of CONTRACTOR, including all patents, copyrights, trademarks and trade secrets embodied in them.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR for the Products and Services described in this Agreement the amount not to exceed One Million, One Hundred Seventy Thousand, Two Hundred Seventy-One Dollars and Eighty-Five Cents (\$1,170,271.85). Contract payments shall be made upon receipt of an approved invoice.

CONTRACTOR will issue invoices as follows: (a) for Products, upon shipment; (b) for non-recurring Services, including engineering and installation Services, as such Services are incurred; and (c) for recurring Services, including maintenance and management Services, upon commencement of such Services. Except as may be expressly provided in an applicable Addendum or Quotation, all amounts due for recurring Services are payable in advance.

Each invoice will describe the requested Products or Services and their respective prices and will also show the total amount due to CONTRACTOR from COUNTY, including all taxes, transportation charges, and other costs or charges that are COUNTY's responsibility (the "Invoice Total"). COUNTY shall pay each Invoice Total in full, exclusively in United States dollars, for receipt by CONTRACTOR within 30 days after the date of the related invoice. COUNTY shall pay each Invoice Total in excess of U.S. \$100,000.00 by wire transfer according to the instructions on the invoice.

CONTRACTOR has the right to reject any unaccepted Order, suspend or delay shipment of any Product and/or performance of any Service under an accepted Order, if (i) COUNTY has filed for bankruptcy protection under Chapter 9 of the United States Bankruptcy Code, (ii) COUNTY breaches any of its payment obligations under this Agreement or (iii) an Event of Default exists. If CONTRACTOR fails to receive COUNTY's timely payment for Services, CONTRACTOR may immediately cease performing the Services.

COUNTY shall notify CONTRACTOR of any billing discrepancies or disputes about an invoice within 10 days after receiving it, specifying with particularity the basis of any such discrepancy or dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve COUNTY of its obligations to pay the undisputed portion of the invoice. The parties shall negotiate in good faith to resolve any Dispute Notice. Interest will accrue on any past due amount (not subject to a Dispute Notice) at the lesser of 18% per annum or the maximum rate permitted by applicable law. Notwithstanding the foregoing, any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of CONTRACTOR will be subject to interest charges accruing from the original due date. COUNTY shall reimburse CONTRACTOR for reasonable attorneys' fees and other costs associated with collecting delinquent amounts.

COUNTY hereby grants CONTRACTOR a security interest in all Products and all proceeds of them in any form to secure payment and performance of all obligations

of COUNTY under this Agreement. COUNTY shall provide such additional documentation as CONTRACTOR deems reasonably necessary to establish or perfect this security interest.

Detailed Pricing Summary			NOKIA
County of Mendocino		Nokia of America Corporation	
MPLS Network Upgrade Project			
Proposal #	20.US.903624	July 9, 2020	
NASPO contract # 05715/7-17-58-02			
Item	Category	Item Description	Extended Price
1.00 HARDWARE/SOFTWARE			
1.01	7705 Service Aggregation Routers	Router	\$478,362.15
1.02	Network Management System	NSP Software/Hardware	\$173,357.14
HARDWARE/SOFTWARE SubTotal:			\$651,719.29
2.00 INSTALLATION / INTEGRATION SERVICES			
2.01	7705/NSP INSTALLATION	Installation, Test, and Turn Up	\$301,216.00
INSTALLATION SERVICES SubTotal:			\$301,216.00
3.00 MAINTENANCE			
3.01	7705 Maintenance	Maintenance (7 Years)	\$1,296,540.21
MAINTENANCE SubTotal			\$1,296,540.21
4.00 TRAINING			
4.01	7705 and NSP Training	On-Site Training Session	\$78,183.00
TRAINING SubTotal			\$78,183.00
5.00 Services - Sanhedrin Equipment Move			
5.01	Materials	Microwave Materials	\$10,855.20
5.02	Services	Microwave Equipment Move Services	\$67,973.21
SubTotal			\$78,828.42
Total			\$2,406,486.92
6.00 Adjustments			
6.01	MPLS Hardware	One-Time Management Adjustment	-\$278,177.40
6.02	NSP Software	One-Time Management Adjustment	-\$48,000.00
6.03	Maintenance	One-Time Management Adjustment	-\$957,622.48
Special Management Incentive			-\$1,283,799.88
Project SubTotal:			\$1,122,687.04
7.00 Tax and Freight			
7.01	Tax	Tax (8.875%)	\$44,084.82
7.02	Equipment Freight	Equipment Freight	\$3,500.00
Tax and Freight SubTotal:			\$47,584.82
Project Total:			\$1,170,271.85

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in the amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Commercial General Liability insurance including coverage for bodily injury and property damage - with a limit of \$1,000,000 each occurrence/general aggregate.
- b. Business Automobile Liability insurance including coverage for bodily injury and property damage - with a combined single limit of \$500,000 each occurrence.

CONTRACTOR, or CONTRACTOR'S agent or broker shall furnish to COUNTY certificates of insurance evidencing the required levels of insurance described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

STATEMENT OF WORK(S)

CONTRACTOR statement of works, attached hereto as Exhibit D, identified as follows:

- Phase II MPLS Replacement Exhibit D_20.US.903624.01 County of Mendocino Maintenance SOW v2 Final
- Phase II MPLS Replacement Exhibit D_20.US.903624.01 Mendocino County Network Upgrade Services SOW 12072020 v2 Final

EXHIBIT E

LICENSE GRANT

CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

- a. CONTRACTOR grants to COUNTY, and COUNTY accepts, a personal, nonexclusive, nontransferable license to use the portions of the Licensed Material for which activation has been authorized by CONTRACTOR, solely on or with the single unit or arrangement of Equipment for which the Licensed Material was delivered, for COUNTY's internal use in the United States, as provided in this Exhibit E. COUNTY shall use all Licensed Materials in accordance with this Exhibit E. Upon delivery of any Licensed Material and subject to COUNTY's payment of the applicable fees for such Licensed Material and compliance with the other terms and conditions of this Agreement,
- b. COUNTY acknowledges and agrees that: (a) CONTRACTOR may have encoded within the Software optional functionality, features and/or capacity, which may be accessed only through the purchase of the applicable license extension from CONTRACTOR at an additional price (no licenses are granted to such functionality, features and/or capacity unless COUNTY purchases the applicable license extension); and (b) COUNTY may need to obtain a new or additional application key from CONTRACTOR to use such Software.
- c. This Agreement applies to all updates, upgrades, maintenance releases, revisions and enhancements for the Licensed Materials which CONTRACTOR may supply to COUNTY from time to time.
- d. COUNTY may copy Licensed Materials as reasonably necessary for backup and archival purposes if the copies contain all of the CONTRACTOR proprietary notices contained in the original Licensed Materials. All copies of all Licensed Materials (including partial copies) are CONTRACTOR Confidential Information. All rights, title and interest in and to the Licensed Materials, including all intellectual property rights, remain vested in CONTRACTOR, its suppliers and licensors, and COUNTY is granted only a limited license to use the Licensed Materials in conjunction with the Equipment, as set out in this Exhibit E.
- e. COUNTY shall not directly or indirectly: (a) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer or adapt any Licensed Material or portion

thereof; (b) encumber, time-share, rent or lease the rights granted herein; (c) manufacture, adapt, create derivative works of, localize, port or otherwise modify any Licensed Material or portion thereof; (d) disclose or otherwise make available any Licensed Material or portion thereof to any third party; (e) enable any Software functionality, feature or capacity which CONTRACTOR licenses as a separate product, without CONTRACTOR's prior written consent; (f) take any action that may result in the Software becoming subjected to the terms of a license that requires it to be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge; or (g) use any Licensed Material or portion thereof except in accordance with this Exhibit E.

- f. Upon reasonable prior written notice, CONTRACTOR may inspect and audit COUNTY's compliance with this Exhibit E during normal business hours. COUNTY shall cooperate with the audit and shall grant assistance and access to applicable records, materials, personnel, Equipment, and any other information or products which may reasonably enable CONTRACTOR to determine whether the use, copying and disclosure of the Licensed Materials comply with this Agreement. In addition, COUNTY agrees to provide remote access to its systems upon prior written consent, which shall not unreasonably be withheld, to enable CONTRACTOR to electronically audit COUNTY's compliance with this Exhibit E. If an audit reveals that COUNTY possesses or at any time possessed unlicensed copies of any Licensed Materials, or used any Licensed Materials beyond the licensed functionality, features or capacity restrictions or beyond the terms stated herein, then COUNTY shall pay CONTRACTOR the applicable license fees (plus interest) and the costs incurred in the audit immediately upon request.
- g. Certain Software may be delivered with its own specific license ("Additional License"). In such a case, the terms of the Additional License will be delivered to COUNTY, such as in a separate license.txt file or as part of a tear-open document, and will govern use of the Software by COUNTY to the extent CONTRACTOR does not have a right to supersede them in this Agreement. CONTRACTOR's licensors are third party beneficiaries of this Agreement with respect to their Licensed Materials.
- h. If COUNTY's license or Additional License is cancelled or terminated, or when COUNTY no longer uses the Licensed Materials, COUNTY shall return or destroy the Licensed Materials and all copies and certify to CONTRACTOR that it has done so.

COUNTY hereby grants to CONTRACTOR a non-exclusive, personal, royalty-free and non-transferable license to make, have made, use, execute, perform, copy (as reasonably necessary), display, modify and make derivative works under any and all intellectual property rights owned by COUNTY to the extent necessary for furnishing Services and deliverables under this Agreement and to perform its obligations under this Agreement. Except as expressly set forth in this Agreement, no right or license is either granted or implied by either party to the other with

respect to any technical or business information, or with respect to rights in any patents, trademarks, copyrights, trade secrets, mask work protection rights, and other intellectual property. Subject to COUNTY's right, title and interest in COUNTY's Confidential Information, any and all inventions, derivative works, improvements, developments or innovations that CONTRACTOR (and its contractors or consultants, as the case may be) may make, conceive or devise in the course of performing Services and/or furnishing deliverables under this Agreement, are the sole and exclusive property of CONTRACTOR, including all patents, copyrights, trademarks and trade secrets embodied in them.

EXHIBIT F

LIMITED WARRANTY

- a. CONTRACTOR warrants to COUNTY that for the warranty period: (a) Equipment and Software media manufactured by CONTRACTOR (including those manufactured for CONTRACTOR by a contract manufacturer and based on CONTRACTOR's procurement specification) and purchased hereunder will, under normal use and service, be free from defects in material and workmanship; (b) Equipment manufactured by CONTRACTOR or Software owned by CONTRACTOR and purchased or licensed hereunder will materially conform to CONTRACTOR's specifications in effect on the date of shipment; and (c) Services purchased hereunder will be performed in accordance with CONTRACTOR's written standards, or in the absence of such standards, in a professional and workmanlike manner. However, CONTRACTOR makes no warranty that any Software will operate uninterrupted or error free. For Products or partial assembly of Products furnished by CONTRACTOR where the Equipment and Software media was not manufactured by CONTRACTOR and/or the Software is not owned by CONTRACTOR, CONTRACTOR hereby assigns, to the extent permitted, the warranties given to CONTRACTOR by its suppliers or licensors of such items.
- b. The warranty period for CONTRACTOR Equipment is 12 months and for the Software is 90 days, and begins on the shipment date, unless CONTRACTOR performs installation Services for the Equipment or Software, in which case the warranty period begins on the date of Product acceptance as determined herein. The warranty period for Services is 30 days beginning on the date of completion.
- c. If any Equipment is not as warranted in this Exhibit F, then (a) COUNTY must obtain from CONTRACTOR a return authorization number and properly pack and return the Equipment at its expense, together with the authorization number and a detailed description of the problem, to CONTRACTOR's designated repair facility; and (b) CONTRACTOR shall repair or replace the Equipment and return it at CONTRACTOR's expense to COUNTY's point of shipment. COUNTY has the risk of loss and damage to any Equipment returned to CONTRACTOR for repair or replacement until receipt by CONTRACTOR of such Equipment. CONTRACTOR shall assume the risk of loss and damage to any Equipment returned to CONTRACTOR for repair or replacement from receipt until delivery to COUNTY's point of shipment. If CONTRACTOR ascertains that Equipment is not readily returnable for repair, then at its option, CONTRACTOR may elect to repair or replace the Equipment at COUNTY's site. In such instances, COUNTY, at its expense, shall make the Equipment accessible for repair or replacement and shall restore the site after CONTRACTOR has completed its repair or replacement. For any Equipment or parts thereof repaired or replaced under this Exhibit F, the warranty period applicable to the Equipment will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after shipment date of the repaired or replaced Equipment.

- d. Upon notice from COUNTY that any Software is not as warranted in this Exhibit F, CONTRACTOR shall correct the Software by (a) electronic means or (b) delivery to COUNTY of suitable media chosen solely by CONTRACTOR. The warranty period for the corrected Software via fixes and/or patches will be the remainder of the original warranty period.
- e. Upon notice from COUNTY that any Service is not as warranted in this Exhibit F, CONTRACTOR shall correct the Service. The warranty period for the corrected Service will be the remainder of the original warranty period.
- f. If CONTRACTOR determines that it cannot, in a commercially reasonable manner: (a) repair or replace any Equipment, (b) correct any Software, or (c) correct any Services, then CONTRACTOR may, in its sole discretion, credit to COUNTY the price of the Product or Services, less a reasonable adjustment for beneficial use. In repairing or replacing any Equipment, part of Equipment, or Software medium under this warranty, CONTRACTOR may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment, parts of Equipment, or Software medium.
- g. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR has no obligation to repair or replace any Equipment, correct any Software, or correct any Services if (a) the Product has been modified, repaired or reworked by anyone other than CONTRACTOR; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than CONTRACTOR, (ii) failure to provide a suitable climatic and/or operational environment (including, by way of example, failure to provide the facilities prescribed in CONTRACTOR's specifications, failure to provide for adequate control of humidity or failure to prevent the ingress of dust particles), (iii) operator error, (iv) improper installation of the Product by anyone other than CONTRACTOR, (v) use in a manner not in accordance with the Documentation, (vi) failure to implement any new releases or updates to the Software, (vii) any use of the Product in conjunction with another non-CONTRACTOR product (except to the extent provided in the Documentation), (viii) consumable items, including fuses, light bulbs, motor brushes and the like, (ix) Products which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (x) any damage by power failure, fire, explosion or any act of God or other cause beyond CONTRACTOR's control. The warranties set forth in this Exhibit F are nontransferable.
- h. If CONTRACTOR determines that any returned Equipment or Software is not defective, COUNTY shall pay CONTRACTOR's costs of handling, inspecting, testing, and transportation and, if applicable, travel and living expenses.
- i. Warranty does not include: CONTRACTOR assisting in diagnostic efforts; access to CONTRACTOR's technical support web sites, databases, or tools; Product

integration; on-site assistance; or Documentation updates. These Services may be available during and after the warranty period at CONTRACTOR's published prices.

- j. THE LIMITED WARRANTY SET FORTH IN THIS EXHIBIT F IS THE EXCLUSIVE WARRANTY. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. THE REMEDIES PROVIDED ARE COUNTY'S EXCLUSIVE REMEDIES FOR FAILURE OF PRODUCTS OR SERVICES TO CONFORM TO THE WARRANTY.

Statement of Work (SOW)

for

County of Mendocino, CA (“County of Mendocino”)

1. Project Overview

This Statement of Work (“SOW”) describes the deliverables, parties’ respective responsibilities and other conditions applicable for the maintenance for the 7705 SAR-8, 7705 SAR-18 and NSP 17 solution in the County of Mendocino, California (“County of Mendocino”) network (“Service(s)”) by Nokia of America Corporation (“Nokia”). Performance of the Services described in this SOW shall be governed by the terms of the Agreement for Equipment, Software and Services (“Agreement”), between the County of Mendocino and Nokia. No obligation to provide any of the Services described herein arises unless an order for such Service, incorporating the terms of this SOW, has been placed by County of Mendocino and accepted by Nokia. In the event of a conflict between the terms of the Master Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein. Nokia’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this SOW.

2. Services

Nokia and County of Mendocino will perform the responsibilities assigned to them, respectively, in this SOW.

Table Legend: N=Nokia; C=Customer (County of Mendocino)

Tasks	N	C
Technical Support		
Service Level Agreement (SLA) Targets: See appendix.		
Provide remote access to engineers for product-related questions, troubleshooting, diagnostics, and patch/maintenance releases to restore service and/or functionality and resolve problems for Maintained Products.	x	
Provide 24/7 access via phone or email to the Nokia Welcome Center or, if available, via web-based Online Customer Support in order to open an Assistance Request (“AR”). The Nokia Welcome Center will assign each AR a unique trackable number in order to facilitate communication and enable rapid assistance.	x	
Troubleshoot problems via phone, or virtual private network, down to Maintained Product component level, or sufficiently to exclude Maintained Products as the root cause.	x	
Provide access to Patch Releases or Maintenance Releases for Maintained Products, when available. County of Mendocino shall provide its own means to install such fixes, patches, and updates, as and when made available by Nokia.	x	
Provide standard instructions for installation of Patch Releases or Maintenance Releases to County of Mendocino.	x	
For Severity Level Critical (Severity 1) and Major (Severity 2), restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.	x	
Provide 24x7 access to product specific Customer Support content of the Nokia.com web site if available for the Maintained Products. Customer Support content may include technical product support information, subscription services, and other self-help facilities, as well as the ability to submit non-critical ARs and check the status of ARs online.	x	

Tasks	N	C
Technical Support covers Maintained Products installed and integrated by Nokia or by County of Mendocino trained by Nokia on self-install and self-integrate programs, if available. Otherwise, issues arising are not covered by Technical Support or may be subject to additional charges.	x	
<p>County of Mendocino responsibilities for OEM Servers Maintenance:</p> <ul style="list-style-type: none"> ▪ Remove defective hardware from active service and mounting rack as required for troubleshooting and repair. This may include as appropriate; opening cabinet doors, extending the server, disk array, switch or tape back-up system out from the cabinet on extendable rails to make it accessible by Nokia or their contractors for repair operations. ▪ Ensure that authorized staff for Operation and Maintenance is available during the entire on-site support/repair period to provide Nokia or its contractor with information (e.g., model, serial number, current failure symptoms, local procedures and requirements, etc.). ▪ If necessary, remove power at the power distribution unit. ▪ Provide access to the defective products to enable Nokia technicians or contractors to perform maintenance, and provide adequate workspace, lighting, and power as required to perform troubleshooting and repairs. ▪ Provide adequate communications facilities, workspace and storage space for Nokia spare parts, if required by Nokia or their contractors. ▪ Perform reinstallation of the repaired product into the mounting rack and cabinet if required, re-establish power at the power distribution unit if required, reinstall software and perform tests, and re-initialization of the component(s) for use. 		x
Repair and Exchange Services Advanced Exchange 1 Day (RES - AE-1D)		
Service Level Agreements (SLAs): Advanced exchange for part requests within a delivery deadline of 1 calendar day.		
Repair or exchange from Nokia inventory RES Entitled Parts at County of Mendocino's request. Deliver Parts to County of Mendocino's Entitled Site by the applicable RES Delivery Deadline.	x	
Provide a specific form to be used by County of Mendocino to record the failure description of the Part.	x	
Upon receipt of County of Mendocino's Part Request from, provide a Functioning Part from the list of RES Entitled Parts within the RES Delivery Time in advance of the Defective Return from County of Mendocino.	x	
Provide instructions on where County of Mendocino is to ship Defective Returns.	x	
Notify County of Mendocino within thirty (30) days if County of Mendocino has failed to meet their obligations concerning the prompt return of defective Parts.	x	
With each returned part, attach to the exterior of the shipping container all relevant documentation (failure description, diagnostic results, serial number, part request number).		x
Assist in minimizing No Fault Found (NFF) by using technical support, complying with manufacturer diagnostic procedures, and being familiar with manufacturer's published references.		x
Provide adequate packing material to protect against damage during shipping.		x
Manage electrostatic discharge (ESD) sensitive material with appropriate protection to avoid ESD damage.		x
Be responsible for all transportation related expenses (labeling, packaging, shipping, insurance) for the part shipped to Nokia.		x
Ensure that delivery site is ready to receive repaired/exchanged part. Delays and repeat attempts to deliver parts relieves Nokia of its RES Delivery Deadline obligations and may result in additional charges.		x

Tasks	N	C
Upon receiving the replacement Part, County of Mendocino will ship or return the reported defective Part to Nokia within five (5) Calendar Days following the shipping instructions.		x
Parts request process:		
Diagnose and isolate the faulty part in cooperation with Nokia technical support if required.		x
Initiate part request through the Welcome Center, internet portal, or e-mail. Time critical requests must go through the Welcome Center.		x
Provide company name and contact information, product name, service, entitled site company name and address, contract name, serial numbers.		x
Unreturned parts: Failure to return faulty part will require payment of the published price of the part plus a \$500 restocking fee. County of Mendocino will acknowledge Nokia notifications regarding unreturned parts with 14 days and issue a PO or provide proof that the claim does not apply within 30 days.		x
Software Subscription Plan (SSP)		
<p>Provide all Feature Releases of software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications.</p> <ul style="list-style-type: none"> ▪ Applies to Generally Available products. ▪ May include third party software if supported and licensed through Nokia. ▪ Includes Feature Releases as well as Patch Releases and Maintenance Releases. ▪ Applies to the following “Products/Features Covered”: <ul style="list-style-type: none"> • (15) 7705 SAR-8 SW v8.0 • (2) 7705 SAR-18 SW v8.0 • NSP 17: NFM-P PREMIUM LP • Note: if a Feature Release contains a new feature for which an additional license/activation fee is required, this must be purchased separately. 	x	
Distribute Feature Releases via Internet download, CD, DVD, tape, or file transfer protocol (FTP).	x	
Provide Release Notes, list of changes, and procedural updates.	x	
Provide new/upgraded firmware for control card (if required).	x	
Distribute Patch Releases and Maintenance Releases via Internet download, CD, DVD, tape, or file transfer protocol (FTP).	x	
Provide a softcopy or hardcopy of a generic procedure document on how to upgrade the Product(s). Where installation services are provided, this documentation will not be provided.	x	
<p>Prior to commencement of SSP:</p> <ul style="list-style-type: none"> ▪ Upgrade products to the specified release level at County of Mendocino’s expense. ▪ Have Technical Support (TS) agreement in effect prior or simultaneously with the SSP term. 		x
<p>During SSP term:</p> <ul style="list-style-type: none"> ▪ Provide commercially available computing hardware for the Products according to product specifications. ▪ Update the “Products/Features Covered” information on an annual basis or allow Nokia to perform an audit of County of Mendocino’s network at County of Mendocino’s expense. ▪ Allow Nokia to verify the accuracy of the reported parts shown as “Products Covered.” ▪ For selected products specified by Nokia, engage Nokia to perform the installation of any Release. 		x
<p>Responsibilities related to the Feature Release download:</p> <ul style="list-style-type: none"> ▪ Designate in writing the County of Mendocino contact responsible for receiving downloads ▪ Not allow access to any other person. 		x

Tasks	N	C
<ul style="list-style-type: none"> ▪ Requests for access for a non-employee will require a non-disclosure agreement and will be at Nokia’s sole discretion. ▪ Notify Nokia in writing immediately of any change in the employment or authorization status of any personnel with authorized access. ▪ Comply with terms of use stated on the download site. 		

3. Service Notes

General Assumptions:

- Services performed under this SOW will be performed in accordance with generally accepted industry standards. Services in this SOW are related to Nokia [specify technologies, e.g., microwave radio and router] hardware proposal provided to County of Mendocino and that equipment will be made available for Nokia to install once it arrives at the designated receiving location.
- The material and Services offered by Nokia for the project are listed and described within this SOW and its Appendices.
- This SOW assumes that site grounding at the identified locations is sufficient.
- Nokia and County of Mendocino will document any delays or lost time due to lack of coordination between County of Mendocino and its contractors or facilities that impede Nokia's efforts. Nokia will take reasonable efforts to minimize the impact of the delays and lost time to the overall Project schedule. Such efforts do not include overtime compensation. If County of Mendocino causes interruptions or delays, it is expected that County of Mendocino will reimburse Nokia for its re-mobilization and/or downtime costs and expenses.
- Nokia anticipates the use of industry standard materials. If County of Mendocino requires that Nokia use other materials, then County of Mendocino will reimburse Nokia for any additional costs and/or restocking fees on a per item or occurrence.
- During the implementation period of the project, County of Mendocino will make available to Nokia the spare modules purchased by County of Mendocino for the project. Nokia will bear the cost of repair including shipping charges for any failed spare module during this period.
- County of Mendocino will ensure that its engineering, craft-level and/or supervisory personnel will be available to allow Nokia to perform the work as proposed by Nokia for the project. County of Mendocino will also make available authorized personnel to sign request for cost reimbursements; Method of Procedures (MOP) and Customer Acceptance Notices.

Technical Support:

- SLA targets do apply to Metro Small Cells. SLA Targets do not apply to NOS products, wireless home/enterprise/Wi-Fi Small Cell Access Points, fixed wireline access CPE devices, or 1357 ULIS.
- Only Major and Minor ARs may be raised against non-service affecting tools, commonly referred to as Radio Network Engineering & Performance products, including, but not limited to the following: 9352, 9952 WPS, 9351 WQA, 9155/9355 RNP, 9156 RNO, 9157 Laser, 9357 SDA, 9358 RFO, 9958 WTA, 9159/9359/9959 NPO, 9981 CMS.
- SLA Targets apply to Maintained Products running on hardware and software Releases that are in GA (Generally Available) status and consequently will not apply to either pre-GA or Support Ended hardware/software.
- “Support Ended” means the product has reached its end of life and is no longer sold by Nokia and customer requests for troubleshooting, advice, information or assistance are no longer performed. The Support Ended status is announced to customers publicly and in advance of the date that it is in effect.
- Does not include preventive maintenance.
- If County of Mendocino purchases or collocates additional products of the same type for which Maintenance Services are in effect or additional license capacity during the Initial Term or any Renewal Term, County of Mendocino will pay the pro-rated maintenance fees in advance of coverage at the standard rate stated below for the additional products or license capacity based on the number of months remaining in the applicable Term, starting on the dates on which the new products were put into service. County of Mendocino shall provide an update of any change in quantities on Maintained Products on a quarterly basis or otherwise agreed to in writing. Updates must occur annually at a minimum. However, notwithstanding the foregoing, an immediate update is required if the County of Mendocino increases the quantity of the Maintained Products by more than 10% at any time.

- County of Mendocino must purchase Maintenance Service coverage for all products in its network of the types for which Maintenance Services are in effect under this SOW. County of Mendocino shall allow Nokia, if Nokia deems it necessary, to verify the accuracy of the Maintained Products, by reasonable means.
- Prices are based upon purchase of Maintenance Services for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, County of Mendocino may not terminate this SOW, or any order pursuant to this SOW, in whole or in part, for convenience during the Initial Term or any Renewal Term.

RES Advanced Exchange (RES-AE):

- Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be Form, Fit and Functionally compatible.
- RES does not include:
- Part modification or upgrade.
- Root cause analysis that specifies the actual Part failure cause or any specific remedial action.
- Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non-Nokia personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-Nokia personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism or other hostiles actions.
- Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Nokia approved personnel; (4) the installation or attachment of non-Nokia or non-OEM approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer.
- Passive and mounting hardware such as cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.
- Consumables such as batteries, air filters, or transformers.
- Documentation or software in all media forms.

SSP:

- License Terms of Feature Releases: All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.
- The following items must be purchased separately by County of Mendocino:
- Any modifications to any parts of the network which are deemed by Nokia necessary to accomplish network compatibility with a Feature Release.
- Any additional products required to take advantage of any new functionality within a Feature Release.
- Any additional software licenses required to support growth in the network of hardware or software (e.g. nodes, DSL ports, subscribers, seats, etc.).
- Any features in a Feature Release for which an additional license or activation fee is normally required.
- Where required, a minimum of _12_ weeks lead-time must be provided for all Firmware orders (i.e. PROMs – Programmable Read-Only Memory).
- County of Mendocino must purchase the Service for a minimum period of time.
- County of Mendocino must purchase the Service in conjunction with Technical Support service or equivalent from Nokia; these services are not sold separately.
- For each Product Covered, the quantity specified must include absolutely all such parts found in County of Mendocino's network. Partial quantities in County of Mendocino's network are not permitted.
- After the Effective Date of the Service, changes in Products Covered, will follow one of the following schemes:
- Network Growth Scheme 1: upon the anniversary of the Effective Date, Nokia will back-charge County of Mendocino a pro-rated amount and update the subsequent annual charge.
- Network Growth Scheme 2: upon the anniversary of the Effective Date, County of Mendocino will be charged a corresponding increase/decrease in the annual fee for that Renewal Term and subsequent Renewal Terms.
- If County of Mendocino terminates the Agreement prior to the expiration of the Term, termination fees and pending liabilities will need to be settled prior to a future re-subscription to this Service.
- SSP does not include performing the installation of the software releases in County of Mendocino's network.

- Prices are based upon purchase of the Service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, there is no right by County of Mendocino to terminate this SOW or any order for convenience during the course of the Initial Term or any Renewal Term.
- Without limiting Nokia's other rights, Nokia may deny access immediately and in the future to individuals using the download site other than as permitted. Nokia shall have no liability to County of Mendocino on account of such denial.
- If County of Mendocino is not forthcoming with updates to the "Products Covered", County of Mendocino shall allow Nokia to perform an audit of their network, at County of Mendocino's expense.
- Possible New Release Roadmaps: The forecast of future software releases (product roadmap) is provided by Nokia solely to inform County of Mendocino of Nokia's plan of record for the relevant product(s) and both parties to this SOW hereby agree that such information does not form a commitment of any kind on either party in relation to this contract. There are no penalties, liquidated damages or other remedies associated with changes to the product roadmap including cancellation of any specific feature or functionality or delay in the timing of development.

4. Special Notes

The 7-year maintenance and support commitments are based on support availability for a functionally similar application as furnished by Nokia and does not warrant support for specific products or individual features or legacy interfaces for which there is no broad market demand. In the event that any products or constituent parts in the network are discontinued to the extent that appropriate support cannot be extended, Customer agrees to purchase the MPLS Router Hardware Upgrade and make the complete network, or parts thereof, accessible for equipment, software and management system refresh, and acknowledges that such refresh cycles may necessitate the need for mutually agreed and scheduled network downtime. Mature products classified under extended life cycle support are subject to reduced target SLAs for non-critical issues.

- The maintenance and support contract must be established for the entire term, without interruption.
- Customer agrees to regularly upgrade the network to use the latest available software and firmware releases. The quoted prices exclude software upgrade execution services.
- All equipment covered under this maintenance and support agreement must have been purchased directly from Nokia or its authorized resellers. The introduction of gray market equipment into the network will void the Agreement.
- No product repairs shall be made or attempted by a repair vendor other than Nokia.

5. Long-term Availability of Maintenance and Support

For the purposes of this offer, Nokia has defined four (4) categories of maintenance and support availability providing comprehensive coverage for the quoted products over the complete product life cycle. Consistent with Nokia's standard support policy, the service levels vary according to life cycle status.

- CATEGORY 1. Product is Generally Available (GA)
- CATEGORY 2. Product has been announced Future Discontinued (FD)
- CATEGORY 3. Product is Manufacture Discontinued (MD)
- CATEGORY 4. Product is Support Discontinued (SD)

The associated pricing is valid for products that are not yet Manufacture Discontinued. Maintenance and support services for post-MD products (Categories 3 and 4) shall be quoted on demand in the event that the customer wishes to extend support for the network.

In all cases, the Customer must sign up to receive the discontinuation of product alerts (DR6) on OLCs.

For any product that resides on a third party computing platform (such as 5620 SAM) Nokia is unable to provide TS for platform-related compatibility issues that may arise if customer replaces/upgrades hardware components or upgrades the operating system beyond what is published to be compatible with the final release of the product. Therefore, it is advised that customer secures an appropriate long term supply of compatible replacements on such third party computing platforms.

Technical Support SLA/KPI Notes

The following notes apply to Tables 1, 2 and 3.

1. Critical ARs can only be opened by phone. For Major and Minor ARs opened via the web, 5 minutes will be added to all Respond targets submitted via Nokia's on-line web form. For Major and Minor ARs sent to Nokia via email, 60 minutes will be added to all Respond targets.
2. Restore targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. If an on-site intervention is necessary, the travel time to arrive at Site is added to the Restore time target or discounted from the Restore interval. Additional fees for on-site service apply.
3. If on-site intervention is required to resolve a hardware problem (e.g. replacing a faulty Maintained Products), the Restore target is temporarily suspended during that time period. It will restart once the hardware problem is corrected (e.g. a new or repaired Maintained Product is installed in the network).
4. If County of Mendocino requires a service window (i.e. scheduled downtime of the network) to address a reported problem, the scheduled interval will not be included within the Restore time, since during the scheduled period Nokia cannot perform activities.
5. Target does not apply when Maintained Products are not installed in redundant configurations, if available. In the highly unlikely event that the correction of a software defect is required to provide a Restore, it will be provided if it already exists within a Maintenance Release of the same major load the customer is running. (e.g. customer is running 7.0 Rel 5, and the fix is available in 7.0 Rel 8.). Outside of this, no new development of software code will be performed to provide a Restore.
6. If a correction of a software defect is required to provide a Resolve, it will be provided if it already exists within a Maintenance Release of the same major load the customer is running. (e.g. customer is running 7.0 Rel 5, and the fix is available in 7.0 Rel 8.). Outside of this, no new development of software code will be performed to provide a Resolve.
7. This is measured as a percentage of the total number of ARs that will meet the indicated target for each classification over a rolling four quarters.

CATEGORY 1. Product is Generally Available (GA)

A. Technical Support Service:

Standard TS Gold is available with SLAs as indicated in Table 1. Refer to the associated SOW for complete details.

Activity	TS Gold			Notes
	Critical	Major	Minor	
Access to Welcome Center	24/7			
AR Severity Level	Critical	Major	Minor	
Support Window	24/7			
Respond Target Time	20 M	1 H	NBD	1
Restore Target Time	6 H	12 H		2,3,4,5
Resolve Target Time	45 CD	90 CD	Perf w/ NT	6
Target Achievement	92%			7

• **Table 1: KPI Table for TS Gold**

B. Advance Exchange Service:

AES NBD service is available as described in the SOW. RES AE services are available for up to ten (10) years after product acceptance with the following conditions:

1. The customer must secure a maintenance contract with Nokia before the product, or any of the parts in the network, reach MD status.
2. The maintenance contract duration and purchase order must be established for the entire desired term, without interruption.
3. No repairs can be made or attempted by a repair vendor other than Nokia.
4. The customer must keep the software and firmware current, or in the case where the software and firmware have been discontinued, must use the last available software and firmware release.

C. Software Subscription Plan:

SSP is available as described in the SOW.

CATEGORY 2. Product has been announced Future Discontinued (FD)

Notifications for discontinuation of product (FD, DR6) will be publicly issued on OLCS (On-Line Customer Support) extranet usually at least a year in advance of Manufacture Discontinued.

A. Technical Support Service:

TS Gold is available with SLA as indicated in Table 2. Severity Level 3 ARs are subject to the following limitations:

- o No software fixes o No expert Level support o No Tier 2 level support with SLAs o
- No Restore and Restore SLA targets

Activity	TS Gold			Notes
	Critical	Major	Minor	
Access to Welcome Center	24/7			
AR Severity Level	Critical	Major	Minor	
Support Window	24/7			
Respond Target Time	20 M	1 H	NBD	1
Restore Target Time	6 H	12 H	NT	2,3,4,5
Resolve Target Time	45 CD	90 CD	NT	6
Target Achievement	92%			7

• **Table 2: KPI Table for TS Gold**

B. Advance Exchange Service:

AES NBD service is available for a mutually agreed period of time with the following conditions:

1. The customer must secure a maintenance contract with Nokia before the product, or any of the parts in the network, reach MD status.
2. The maintenance contract duration and purchase order must be established for the entire desired term, without interruption.
3. No repairs can be made or attempted by a repair vendor other than Nokia.
4. The customer must use the last available software and firmware release.

C. Software Subscription Plan:

SSP is available prior to the MD date. County of Mendocino must purchase the last available GA release of software to ensure continuous services and SLAs.

CATEGORY 3. Product is Manufacture Discontinued (MD)

Notifications for discontinuation of product (DR6) will be publicly issued on OLCS (On-Line Customer Support) extranet usually 2 years in advance of end of product support (SD).

A. Technical Support Service:

Once the product is declared MD, but prior to SD status, TS Gold is available with degraded SLA as indicated in Table 3. Severity Level 2 and 3 ARs are subject to the following limitations: o No software fixes o No expert Level support o No Tier 2 level support with SLAs o No Restore and Restore SLA targets

Activity	TS Gold			Notes
Access to Welcome Center	24/7			
AR Severity Level	Critical	Major	Minor	
Support Window	24/7			
Respond Target Time	20 M	1 H	NBD	1
Restore Target Time	6 H	NT	NT	2,3,4,5
Resolve Target Time	45 CD	NT	NT	6
Target Achievement	92%			7

• **Table 3: KPI Table for TS Gold**

B. Advance Exchange Service:

Continued AES NBD service is available subject to the service agreement in place prior to the MD date. Products that are already at MD status and were not covered under the agreement cannot be added to the AE agreement. Prior conditions apply:

1. The maintenance contract duration and purchase order must be established for the entire desired term, without interruption.
2. No repairs can be made or attempted by a repair vendor other than Nokia.
3. The customer must use the last available software and firmware release.

C. Software Subscription Plan:

New Software feature releases are no longer available. SW maintenance releases may be available prior to the SD date. County of Mendocino is expected to install the last available SW release to ensure continuous services and SLAs.

CATEGORY 4. Product is Support Discontinued (SD)

A. Technical Support Service:

Once the product is declared SD, the Extended Life Technical Support service may be available with specific SLAs as indicated in Tables 4 and 5. AES NBD and SSP services do not change and are subject to the terms and conditions in place for CATEGORY 3.

ELTS Select

Upon request and subject to availability and commercial agreement, for the 3 year period immediately after End of Product Support (SD), Nokia provides “ELTS Select” (Extended Life Technical Support Select) service, subject to the terms below (“ELTS Select Terms”).

ELTS

For the period immediately after the ELTS Select term, and subject to availability and commercial agreement, Nokia will provide ELTS (Extended Life Tech Support), subject to the terms below (“ELTS Terms”).

Common ELTS Select and ELTS Terms:

- County of Mendocino must sign a non-cancellable support contract for the duration of the term.
- County of Mendocino must always run a GA (Generally Available) release of software (when one is available) throughout the contract duration.

ELTS Select Terms

The following ELTS Select terms are a subset of the formal ELTS Select agreement/amendment that would need to be signed at the time of applicability. The ELTS Select service:

- is provided only on the very last software release of the product in question, e.g., 7450 ESS, 7210 SAS, 7750 SR, 7705 SAR, and/or 5620 SAM. If the customer is not already running that release, they will need to purchase a software upgrade (unless they have an active Software Subscription Plan (SSP) in place) and implement the upgrade, both at the customer’s expense.
- does not include on-site assistance, deployment services or Root Cause Analyses (RCA).
- is provided with the following KPI as per Table 4, with associated definitions as outlined below. (Note For lab systems, only Respond metrics for Minor (Severity Level 3) shall apply). The full Statement of Work (SOW) for this TS service will be provided to the customer at this point in time, and this SOW may contain other limitations and conditions not outlined here.

Activity	ELTS Select			Notes
	Critical	Major	Minor	
Access to Welcome Center	24/7			
AR Severity Level	Critical	Major	Minor	
Support Window	24/7		BH	
Respond Target Time	20 M	3 H	NBD	1
Restore Target Time	6 H	12 H		2,3,4,5
Resolve Target Time	45 CD	45 CD	NT	6
Target Achievement	92% (on Respond/Restore) 80% (Resolve)			7

• **Table 4: KPI Table for ELTS Select**

Notes for Table 4

- 1- Critical ARs can only be opened by phone. For Major and Minor ARs opened via the web, 5 minutes will be added to all Respond targets submitted via Nokia’s on-line web form. For Major and Minor ARs sent to Nokia via email, 60 minutes will be added to all Respond targets.
- 2- Restore Time targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. If an on-site intervention is necessary, the travel time to arrive at Site is added to the Restore Time. The decision to go on-site is mutually agreed with County of Mendocino. Additional fees for any on-site assistance will apply.
- 3- If on-site intervention is required to Resolve a problem (e.g., replacing a faulty Maintained Product), the Restore Time target is temporarily suspended during that time period. It will restart once the problem is corrected (e.g., a new or repaired Maintained Product is installed in the network)
- 4- If County of Mendocino requires a service window (i.e. scheduled downtime of the network) to address a
- 5- reported problem, the Restore Time target is temporarily suspended during the period Nokia cannot perform activities.
- 6- In the highly unlikely event that the correction of a software defect is required to provide a Restore, it will be provided if it already exists within a Maintenance Release of the same major load the customer is running. Outside of this, no new development of software code will be performed to provide a Restore.
- 7- If a correction of a software defect is required to provide a Resolve, it will be provided if it already exists within a Maintenance Release of the same major load the customer is running. (e.g. County of Mendocino is running 7.0 Rel 5, and the fix is available in 7.0 Rel 8.). Outside of this, no new development of software code will be performed to provide a Resolve.
- 8- Target Achievement is measured as a percentage of the total number of ARs that will meet the indicated target for each classification over a rolling four-quarter period.

ELTS Terms

The following ELTS terms are a subset of the formal ELTS agreement/amendment that would need to be signed at the time of applicability. However, they represent the main spirit and intent of the offering. ELTS support:

- is provided only on the very last software release of the product in question, e.g., 7450 ESS, 7210 SAS, 7750 SR, 7705 SAR, and/or 5620 SAM. If the customer is not already running that release, they will need to purchase a software upgrade (unless they have an active Software Subscription Plan (SSP) in place) and implement the upgrade, both at the customer’s expense.
- does not include expert-level support (i.e. Tier 3 & 4), which is typically required in less than 20% of cases
- does not include software releases, on-site assistance, deployment services or Root Cause Analyses (RCA)
- is provided with the following KPI as per Table 2, with associated definitions as outlined below. (Note For lab systems, only Respond metrics for Minor (Severity Level 3) shall apply). The full Statement of Work (SOW) for this TS service will be provided to County of Mendocino at this point in time, and this SOW may contain other limitations and conditions not outlined here.

Activity	ELTS			Notes
Access to Welcome Center	24/7			
AR Severity Level	Critical	Major	Minor	
Support Window	24/7		BH	
Respond Target Time	20 M	3 H	NBD	1
Restore Target Time	Performed with NT			2
Resolve Target Time	Performed with NT			3
Target Achievement	92% (on Respond)			4

Table 5: KPI Table for ELTS

Notes for Table 5:

1- Critical ARs can only be opened by phone. For Major and Minor ARs opened via the web, five minutes will be added to all Respond targets submitted via Nokia’s on-line web form. For Major and Minor ARs sent to Nokia via email, 60 minutes will be added to all Respond targets.

2-A Restore will not be provided if development of software code or development of a Release of Software is required.

3-A Resolve will not be provided if development of software code or development of a Release of Software is required.

4- Target Achievement is measured as a percentage of the total number of ARs that will meet the indicated target for each classification over a rolling four-quarter period.

Definitions:

- ✦ **“Severity Levels”** means the condition of the system when County of Mendocino submits an AR. Nokia defines three severity levels for reported problems, aligning with TL9000 R5.0 standards. These include the following:
 - **“Severity Level 1”** or **“Critical”** means the system is inoperative and County of Mendocino’s inability to use the Maintained Product has a critical effect on the County of Mendocino’s operations. This condition is generally characterized by complete system failure, without a workaround, and requires immediate correction. In addition, this term applies to any condition that may critically impact human safety.
 - **“Severity Level 2”** or **“Major”** means the system is partially inoperative but still usable by the County of Mendocino. The inoperative portion of the Maintained Product severely restricts County of Mendocino’s operations, but has a less critical effect than a Severity Level 1 condition.
 - **“Severity Level 3”** or **“Minor”** means the system is usable by County of Mendocino, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall County of Mendocino operations.
- ✦ **“Generally Available”** or **“GA”** means identified hardened Software and Hardware that are available for general release to customers; Software and Hardware are being manufactured in volume and standard ordering procedures apply with no further approvals required.

6. Pricing

- The quoted prices are valid for purchase orders received within 60 days from the date of this SOW.
- If a purchase order is received prior to a signed SOW then this SOW is deemed accepted as written.
- Anything not specifically described above is not included in this SOW.
- All prices are in \$US, unless stated otherwise, and do not include taxes.
- If this SOW is accepted as is, please reference the 18.US.822917 quote number on County of Mendocino’s purchase orders.
- Service pricing in this SOW is only valid for equipment contained in the BOM represented by the quote number indicated above. Equipment provided under any other quote number is not covered in this SOW and will require additional services pricing.
- Nokia's pricing for the Services described in this SOW is subject to change if the Services are provided in support of a governmental contract or are otherwise subject to a Prevailing Wage Law. “Prevailing Wage Law” means the federal Davis-Bacon Act (40 U.S.C.S. §§ 3141 et. seq.) and any similar federal, state or local law or regulation requiring that workers under certain contracts be paid the prevailing local wage for the classification of work in question. County of Mendocino further agrees that, if a Prevailing Wage Law is applicable, Nokia may adjust the pricing in proportion to the increased amounts Nokia is required to pay workers under the Prevailing Wage Law.

For pricing details kindly refer to Quote 20.US.903624.01.

7. Terms and Conditions

- Term of SOW: Will begin on the day the purchase order is accepted or such other service start date as may be agreed to in writing by the parties and will continue for a period of seven (7) years. Prices are based upon purchase of the Service for the entire agreed Term with no possibility of cancellation or termination for convenience.
- This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

Nokia of America Corporation	County of Mendocino, CA
Signature: <i>Desiree Obleton</i>	Signature: <i>see page 3 of agreement</i>
Name (Print): Desiree Obleton	Name (Print):
Title: Commercial Contracts Manager	Title:
Date: <i>December 16, 2020</i>	Date:
Nokia of America Corporation	
Signature:	
Name (Print):	
Title:	
Date:	

Appendix: SLA Targets for Technical Support (TS)

Service Level		Gold		
Welcome Center		24/7		
AR Problem Classification		Critical	Major	Minor
Technical Support	Support Window	24/7		
	Respond	30 M	1 H	NBD
	Restore	6 H	12 H	
	Resolve	45 CD	90 CD	NT
KPI Achievement		92%		
<p>Legend: AR = Assistance Request (trouble ticket) BD = Business Day of applicable Nokia technical support facility BH = Business Hours of applicable Nokia technical support facility CD = Calendar Day D = Day H = Hours M = Minutes NBD = Next Business Day of applicable Nokia technical support facility NT = No Target. Nokia will use commercially reasonable efforts to perform the corresponding activity, if feasible at ALU's sole discretion.</p>				

Appendix: Maintained Products and Scope of the Services

Product	Qty.	SW Release	Service Type
7705 SAR-8	15	8.0	<ul style="list-style-type: none">▪ Technical Support Gold▪ Advanced Exchange NBD▪ Software Subscription Plan
7705 SAR-18	2	8.0	<ul style="list-style-type: none">▪ Technical Support Gold▪ Advanced Exchange NBD▪ Software Subscription Plan
NSP 17: NFM-P	1	17.0	<ul style="list-style-type: none">▪ Technical Support Gold▪ Software Subscription Plan

MAINTENANCE TERMS AND CONDITIONS

Definition of Severity Levels

“Critical” (Severity Level 1 or SL1): The system is inoperative and County of Mendocino’s inability to use the product has a critical effect on County of Mendocino’s operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.

“Major” (Severity Level 2 or SL2): The system is partially inoperative but still usable by County of Mendocino. The inoperative portion of the product severely restricts County of Mendocino’s operations, but has a less critical effect than a Severity Level 1 condition.

“Minor” (Severity Level 3 or SL3): The system is usable by County of Mendocino, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall County of Mendocino operations.

Definitions of TS Key Performance Indicators

“Respond Time” (Specialist Call-back): The time period from when County of Mendocino first notifies the Nokia Welcome Center of a reported problem to when an Nokia expert attempts to contact County of Mendocino via telephone or preferred contact method as defined when submitting the request. In the event Nokia is unable to contact County of Mendocino after three (3) attempts, the ticket will be closed.

“Restore Time” (Remote Neutralization): The time from when Nokia is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when Nokia provides the means to return a system to operational status.

“Resolve Time” (Final Resolution Time): The time from when County of Mendocino first notifies the Nokia Welcome Center to the time when a procedural solution/fix to address the issue is made available to County of Mendocino. This may occur simultaneously with Restore Time, unless the Restore Time is by means of a temporary workaround and Nokia determines that a more suitable permanent solution can feasibly be provided.

Service Level Agreement (SLA) Targets

SLA Targets specify the performance objectives in terms of KPIs by severity level. SLA Targets vary depending on the maintenance coverage selected (see SLA Target table).

Patch Releases/Maintenance Releases

TS Service includes only patch releases and maintenance releases as may be made available for Nokia Maintained Products during the Term for use with Maintained Products. TS Service does not include access to feature releases. Decisions of which versions of software will be updated, and whether to include a correction in a maintenance release as opposed to including it in the next feature release, rests in Nokia’s sole discretion. TS Service does not entitle or support County of Mendocino to use optional or new software features resident in a maintenance release or feature release, except to the extent that County of Mendocino has separately paid the applicable license fees for the use thereof. Nokia shall have the sole right to determine whether a new functionality shall be included in a feature release or as an optional software feature.

License Terms

All software that is ultimately provided in connection with TS Service including, without limitation, maintenance releases, patch releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

Lab System

TS Service is intended for Maintained Products deployed commercially in a communications network. Coverage may be extended to Maintained Products used in County of Mendocino’s own lab for testing purposes before and during commercial use in County of Mendocino’s network if such lab use is identified on the SOW. In the event TS Service is provided to Maintained Products in County of Mendocino’s lab, such TS Service will be provided during Business Hours, on Business Days, without regard to the Support Level applicable to County of Mendocino’s other Maintained Products. Only the Next Business Day Respond Time KPI indicator will apply.

Customer Service Delivery Feedback/Escalation

County of Mendocino may escalate a problem or provide feedback on the TS Service that is being delivered or has been delivered. Service Delivery Feedback is for tasks and provision of deliverables specifically defined in this document. County of Mendocino may initiate escalation or feedback by calling the Welcome Center number and ask to speak to the duty manager to escalate an open AR or create a Service Delivery Feedback AR.

County of Mendocino Responsibilities Concerning Nokia Web Site Access

By accessing any Nokia.com web site County of Mendocino agrees to the following:

- County of Mendocino shall not enable or permit Web site access to any person other than its employees, without Nokia’s prior written consent.
- If requesting such consent, County of Mendocino shall identify to Nokia any non-employee who County of Mendocino would like to be able to have access to the Web site, and if requested by Nokia, will provide a copy of a Non-Disclosure Agreement executed between County of Mendocino and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the Maintained Products were supplied. Such agreement will provide, at a minimum, the level of protection provided in the Agreement to which this SOW is attached.. Nokia may refuse consent within its sole discretion.
- County of Mendocino may use, and shall require its non-employee contractors or Agents to use the OLCS (Online Customer Support) content only to facilitate its managing and operating the Maintained Products. Other than the limited right to use OLCS content for the purpose described in the preceding sentence, Nokia does not grant any rights, title or interest, explicitly or implicitly, under any patent, copyright, mass work protection right, trade secret or any other intellectual property right. Some OLCS content made available to County of Mendocino may not be made available to non-employees.
- County of Mendocino must notify Nokia in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.
- Access to OLCS is not available to US embargoed countries. Information on the OLCS website (e.g., product documentation,

ticket status, software fixes, etc.) can be provided to customers by their technical support engineer.

- County of Mendocino's use of any Nokia.com web site is subject to all Terms of Use then set forth or linked to the web site. Such Terms of Use shall in no event be construed to increase Nokia's obligations under this SOW nor to create or modify any performance indicators for the Services under this SOW.

Without limiting Nokia's other rights, Nokia may deny access immediately and in the future to individuals using the web site other than as permitted. Nokia shall have no liability to County of Mendocino on account of such denial.

General County of Mendocino Responsibilities

- When reporting an AR, and in order to have the AR validly created:
 - Include Severity Level of problem, outage status, product name, contract number, submitter name & location, callback telephone number and/or email address, system name & location, type and serial and/or license number, and alternate contact.
 - Provide all information necessary for Nokia to provide the Services without delay on the Maintained Products. This includes, without limitation: identification of the releases of the Maintained Products; network configuration; evidence of problem on the Maintained Products; logs, traces and product diagnostic results for the Maintained Products and for all the components of the environment of the Maintained Products; evidence that resources allocation has been aligned with Maintained Products needs, as defined in Maintained Products' documentation; already performed actions; any information to help reproduce the conditions under which the trouble occurred.
 - Ensure that only submitters that are trained by Nokia on Operations and Maintenance of the Maintained Products are entitled to report an AR. County of Mendocino shall keep updated and shared with Nokia the list of entitled submitters.
 - Ensure that the Maintained Products are, over time, installed, configured, operated, administrated and maintained in accordance with Nokia's applicable installation, configuration, operation, administration, and maintenance specifications. If Nokia has reason to believe that County of Mendocino is not over time compliant with these specifications, then County of Mendocino shall allow Nokia to perform an audit of its network, at County of Mendocino's expense, which may lead to the decision to revalidate the Maintain Products, at County of Mendocino's expense.
 - Notify in writing any changes in the environment of the Maintained Products that impacts or may impact the operational condition of the Maintained Products, no less than thirty (30) days prior to the change, even if this change is aligned with Nokia's applicable installation, operation, administration, and maintenance specifications.
 - Ensure the implementation of all software updates, firmware updates and hardware changes required by Nokia within a reasonable time, not to exceed sixty (60) days from the date of availability.
 - Ensure that adequate resources are made available to Maintained Products, as defined in Maintained Products' documentation. In case of a software only product, the resources include, but are not limited to, CPU, memory, IO disk & network.

- Notify in writing any changes in Maintained Products (as described in section or appendix covering "Maintained Products and Scope of the Services") including, but not limited to quantity or location of Maintained Products, no less than ninety (90) days prior to the start of the initial or renewal Entitlement Term or to any changes to the Maintained Products or any changes in the Sites.
 - Allow Nokia, if Nokia deems it necessary, to verify the accuracy of the Maintained Products status by reasonable means.
 - Grant Nokia access to the inventory information of the Maintained Products at least twice a year, either by allowing Nokia to retrieve this information remotely, or by providing this information to Nokia.
 - Keep a logbook in which all events relevant for the performance of the Services shall be recorded. This logbook shall at all times be available to Nokia.
 - Maintain a procedure external to the software programs for regular back-up (software, configuration) and for reconstruction of lost or altered files, data, and/or programs.
 - Perform initial problem diagnostics and analysis to isolate the problem to Maintained Products.
 - Ensure availability of employees which are trained by Nokia on Operations and Maintenance of the Maintained Products to assist Nokia's personnel. This may include, without limitation, assistance in performing additional tests, and gathering additional information. Any delay time caused by Customer shall be deleted from KPI measurements.

Remote Connection:

Remote Connection is mandatory for Nokia to be able to provide the Services for the Maintained Products.

An exception is 1357 ULIS or other lawful intercept products for which law enforcement agencies may prohibit remote connection. Support of such products is provided by telephone and Nokia will work with County of Mendocino's on-site authorized personnel to troubleshoot problems. Specific Service Level Agreements ("SLA") described, if applicable, in the section "Service Level Agreement Targets" then apply.

The Remote Connection can be established from Nokia's local site, one of the Nokia TSCs (Technical Support Center), the Nokia TEC (Technical Expert Center), Nokia NOC (Network Operations Center), or from an OEM Company or third party service provider (contracted by Nokia for providing support Services for OEM software or hardware).

County of Mendocino shall at its risk and expense provide Nokia with the necessary infrastructure to complete a remote connection to the Site. The preferred tool is RAMSES or any other mutually approved tool.

- A Remote Connection with the following mandatory characteristics must be available:
 - Secure solution based on a permanent LAN to LAN IPSEC using efficient security solution (e.g., firewall)
 - Minimum bandwidth of 2Mbits/s in both directions
 - Transfer file system enabling large file transfer through secure connections (e.g., SFTP)
 - Multi session system enabling a parallel connection of experts, through secure connections (e.g., SSH)

- The Remote Connection should not:
 - Require a dedicated internet line
 - Rely on any hardware token system

If, due to reasons beyond the control of Nokia, the Remote Connection cannot be established or is established with unsatisfactory quality or bandwidth, the KPIs specified in the "Service Level Agreements" shall be extended for the same period during which the Remote Connection could not be established. In this situation, Nokia reserves the right, and upon consent of County of Mendocino, to send skilled personnel to the site to resolve the problem. Separate terms and fees apply.

Maintenance Exclusions

Maintenance does not include:

Support when the County of Mendocino responsibilities as described in this SOW are not realized.

Support for custom software features not named in this SOW as Maintained Products, that is, any features that are not present in the generally available version of the Maintained Products.

Creating or making corrections to County of Mendocino-specific reports.

Providing County of Mendocino-specific instructions for installation of Patch Releases or Maintenance Releases by County of Mendocino.

Making specification changes or performing services connected with installation or relocation of the Maintained Products.

Support for non-maintained products, whether or not they reside on the same computing hardware platform on which Maintained Products reside.

Assistance or service, including without limitation, modification or replacement of the Maintained Products, repair of damage, or increase in service time caused by or required as a result of any of the following:

- Failure to continually provide a suitable operational environment with all facilities prescribed by the applicable product specifications document including, but not limited to, the failure to provide, the failure of, or faulty, adequate electrical power, air conditioning, or humidity, dust control.
- Use of the Maintained Products in a manner not in accordance with its specifications, operating instructions, or license-to-use.
- Maintenance, repairs, or other services resulting from casualty, catastrophe, natural disaster (which shall include, but not be limited to, fire, flood, earthquake, water, wind or lightning), accident, transportation difficulties, terrorism or other hostile action, neglect by County of Mendocino, negligence of County of Mendocino, or misuse by County of Mendocino.
- In the event of a service interruption caused by accident, disaster, or terrorism Nokia will make a commercially reasonable attempt to restore service on the Maintained Products. If, however, service is not restored within 12 hours, Nokia and County of Mendocino will mutually agree on next steps to be taken, which may include the purchase of disaster recovery services to restore service. Additionally, the commercially reasonable efforts contemplated by this provision do not include the provision of new, replacement, or additional hardware or software or performance of on-site services, which if available would require payment of additional charges.

- Modifications, maintenance, or repair performed by other than Nokia designated personnel, including changes, modifications or alterations not authorized by Nokia in the Maintained Products, the hardware, or the software environment in which the Maintained Products operate including, without limitation, the introduction of updates of third party software or hardware that have not been validated by Nokia.

- Attachment of unspecified or non-approved products to the Maintained Products, or failure of a processor or other equipment or software not maintained by Nokia, or failure of removable or rotating storage media.

- Database problems: If the condition is determined to be the result of corruption of the Maintained Products database, and such corruption is not the direct result of the Maintained Products, the condition will be referred back to County of Mendocino. However, if corruption is the result of, or caused by, Nokia's Maintained Products, Nokia shall manage the resolution of the problem, at no additional charge; provided, however, that Nokia shall only be responsible for restoring data on the media. County of Mendocino shall be responsible for providing Nokia with the data that needs to be restored.

- Hardware/firmware problems: When a condition has been isolated to a hardware or firmware problem on a product that is not covered under this SOW, the condition will be referred back to County of Mendocino for disposition under whatever maintenance arrangements County of Mendocino may have for such hardware or firmware.

- Other/interfacing systems problems: If the condition is determined to be caused by systems other than the Maintained Products including, but not limited to, systems that interface with the Maintained Products, then the condition will be referred to County of Mendocino for corrective action unless the other system(s) has been furnished by Nokia and is covered under this SOW, in which case Nokia shall manage the resolution of the problem.

Equipment certification, as required per Nokia's policy on equipment not installed by an approved Nokia installer, or lapse in Maintenance coverage, or equipment that has been moved.

Unless otherwise specified in this SOW, installation of modifications, upgrades, features, enhancements or model conversions, refinishing or refurbishing of products, TSC assistance required in support of non-Nokia manufactured equipment, or direct routine TSC assistance initiated by an individual site if TSC support is provided to a County of Mendocino staffed control center and/or centralized engineering group.

Maintenance or repairs of accessories, attachments or any other devices not identified in this SOW.

Furnishing of optional accessories or consumable supplies.

Recovery of any lost data or expenses for reconstructing data lost during the performance of Maintenance Services.

Training of County of Mendocino staff.

Furthermore, should County of Mendocino desire Services for the Maintained Products which are not under warranty or have not been under a support service agreement with Nokia, in effect immediately prior to the request for Services hereunder, the continuity of the service must be ensured with payment by County of Mendocino of the Services from the date of end of

warranty, or the date of end of the previous service agreement, plus, over and above, the payment of a reinstatement fee equal to half of this amount, prior to being eligible for support Services under this SOW.



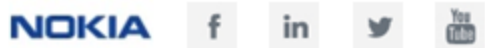
County of Mendocino, California

Network Upgrade

Statement of Work

Bid # 20.US.903624.01

December 7, 2020



© Nokia 2018. All rights reserved.

About Nokia

Nokia is a global leader in the technologies that connect people and things. Powered by the innovation of Bell Labs and Nokia Technologies, the company is at the forefront of creating and licensing the technologies that are increasingly at the heart of our connected lives.

With state-of-the-art software, hardware and services for any type of network, Nokia is uniquely positioned to help communication service providers, governments, and large enterprises deliver on the promise of 5G, the Cloud and the Internet of Things.

<http://www.nokia.com> // <http://networks.nokia.com>

Table of Contents

1	Introduction	5
2	Project Description	5
2.1	Description.....	5
2.2	Equipment Configuration	5
3	Engineering and Installation of MPLS Equipment	6
3.1	Description.....	6
3.2	Responsibilities – Site Survey	7
3.3	Responsibilities – Equipment Engineering.....	7
3.4	Responsibilities – Equipment Installation.....	8
3.5	Assumptions	10
4	Project Management Services	11
4.1	Nokia Responsibilities.....	11
4.2	County of Mendocino Responsibilities	13
4.3	Assumptions	14
5	Network Architecture and Design – IP Service Routers	14
5.1	Nokia Responsibilities.....	14
5.2	Mendocino County Responsibilities	17
5.3	Assumptions	17
6	NSP NFM-P Software Integration	17
6.1	Nokia Responsibilities.....	17
6.2	Mendocino County Responsibilities	18
6.3	Assumptions	19
7	Network Integration – IP Service Routers	19
7.1	Nokia Responsibilities.....	19
7.2	Mendocino County Responsibilities	20
7.1	Assumptions	20
8	Network Migration – IP Service Routers.....	21
8.1	Nokia Responsibilities.....	21

8.2	Mendocino County Responsibilities	22
8.3	Assumptions	22
9	Schedule / Timeline	23
10	Exclusions.....	23
11	Additional Terms	25
11.1	Conditions.....	25
11.2	Change Management	25
11.3	Acceptance.....	26
12	Project Schedule.....	26
13	Pricing Summary.....	26
13.1	Pricing Notes	26
14	Entire Agreement.....	27
15	Appendix A	29
15.1	Summary of NSP Services	29

1 Introduction

This Statement of Work (“SOW”) describes the deliverables, parties’ respective responsibilities and other conditions applicable for the provision of deployment and professional services (“Service(s)”) by Nokia of America Corporation (“Nokia”) for County of Mendocino, California (“Mendocino County”). Performance of the Services described in this SOW shall be governed by the terms of the Agreement for Equipment, Software and Services (“Agreement”) between Nokia and Mendocino County. No obligation to provide any of the Services described herein arises unless an order for such Service, incorporating the terms of this SOW, has been placed by Mendocino County and accepted by Nokia. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein.

Nokia’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document.

2 Project Description

2.1 Description

Mendocino County is planning to upgrade its MWBH network of Nokia MDR-8000 radio and 7250 SAS / 7450 ESS switches to the next router generation of 7705 SAR-8 / 18s. This SOW provides Network Design and Deployment Professional Services to replace the existing 7250 / 7450 with the 7705 SAR-8 / 18. The new 7705 SAR8 / 18s will be deployed as an overlay to the existing network. Additionally, a new NSP NFM-P system will be deployed to manage the new network elements.

This SOW covers the following services:

- Engineering and Installation
- Project Management
- Network Architecture and Design – IP Service Routers
- NSP NFM-P Software Integration
- Network Integration – IP Service Routers
- Network Migration – IP Service Routers

2.2 Equipment Configuration

The Services described in this SOW are exclusively for the following products:

Engineering & Installation

- 2 x 7750 SAR-18 routers
- 13 x 7705 SAR-8 routers

Number of nodes (by type) in-scope for the Network Design, Integration and Migration Services:		
Description	Node Type	# Nodes
Stub/Ring Node	7705 SAR-8	13

Aggregator Node	7705 SAR-18	2
-----------------	-------------	---

A total of thirteen (13) 7250s are getting upgraded to 7705 SAR-8s, one (1) 7450 is getting upgraded to 7705 SAR-8 and two (2) 7450s are getting upgraded to 7705 SAR-18s. The following tables shows the sites and the equipment getting upgraded.

Site Name	Current Equipment	New Equipment
Spanish Mountain	7250 SAS	7705 SAR-8
Sanel	7250 SAS	7705 SAR-8
Oak Ridge	7250 SAS	7705 SAR-8
Fish Rock	7250 SAS	7705 SAR-8
Ukiah Downtown/Courthouse	7250 SAS	7705 SAR-8
Laughlin ATT/Edge Laughlin ATT	7450 ESS	7705 SAR-8
Laughlin CALFIRE/CDF Laughlin	7250 SAS	7705 SAR-8
San Hedring	7250 SAS	7705 SAR-8
Willits Substation	7250 SAS	7705 SAR-8
Cahto Peak	7250 SAS	7705 SAR-8
Ft Bragg Substation	7250 SAS	7705 SAR-8
Mathison Peak	7250 SAS	7705 SAR-8
Howard Forest	7250 SAS	7705 SAR-8
Ukiah Dispatch Sheriff A and B	7450 ESS x 2	7705 SAR-18 x 2

Network Services Platform (NSP) Network Functions Manager - Packet module (NFM-P):

- The NFM-P configuration includes the following, per the licenses purchased by Mendocino County:
 - NFM-P Server
 - NFM-P Database
 - Co-located (single dedicated hardware for the Server and Database)
 - Redundant (High Availability) setup
 - Standard suite

3 Engineering and Installation of MPLS Equipment

3.1 Description

Engineering and Installation Services provide the resources needed to deploy IP equipment in County of Mendocino’s network as more specifically described in the sections below. Engineers collect and assess information about County of Mendocino’s on-site and equipment conditions to identify site requirements that may impact the overall deployment. Based upon County of Mendocino input and applicable equipment requirements, engineers prepare detailed specifications and order the required materials to enable efficient installation upon delivery. Once the equipment and the job are engineered, installation technicians begin the installation of the equipment, performing the assembly, cabling and wiring, and testing of the hardware components, verifying that the equipment is functioning as engineered and specified.

Nokia and County of Mendocino responsibilities will be designated with the following:

N	Nokia
C	Customer (County of Mendocino)

3.2 Responsibilities – Site Survey

3.2.1 Description

A Site Survey will be performed to determine if additional materials or information are needed for completion of the Services under this SOW. The Site Survey will cover visual inspection of the equipment location, review of County of Mendocino-provided documentation, and collection of relevant information or data to complete the equipment configuration.

3.2.2 Standard Tasks

	N	C
Provide site location and representative to be available at time of site survey.		X
Provide unrestricted access (e.g., permissions, keys, access codes, badges) to secured or guarded building and facilities, as necessary.		X
Provide customer equipment and technical requirements, as applicable for product(s) being deployed ▪ Includes customer specifications for site requirements		X
Provide site documentation, drawings, and master records (if available)		X
Provide planned equipment location (if known)		X
Provide all required demarcation assignments and network configuration		X
Provide site survey template	X	
Review the quantity and location of existing equipment and peripherals specific to the planned equipment installation (e.g. power, grounding interface, ODF, interconnected equipment, control systems, cable/fiber duct, cable runways, airflow, floor load, etc.)	X	
Identify issues such as: equipment shortages, standards issues, floor space problems and equipment compatibility issues.	X	
Review cable demarcation points and determine distance and routing for applicable cables such as power, grounding, routing, alarm, and signal cables.	X	
Determine recommended placement/layout of new equipment.	X	
Validate site survey results and requirements.	X	
Approve final equipment footprint and floor plan layout(s)		X

3.2.3 Deliverables

	N
Completed site survey template, including list of site survey issues, site material requirements, equipment placement, etc. to Nokia for validation.	X
Develop site survey report, including list of site requirements and parties responsible.	X

3.3 Responsibilities – Equipment Engineering

3.3.1 Description

Engineering configures equipment requirements based on inputs from County of Mendocino order, completed questionnaires, and/or Site Survey data. The decisions as to specific equipment needs are based on each component’s functionality, capacity, and application of engineering rules associated with each component.

3.3.2 Standard Tasks

	N	C
Provide customer equipment requirements, as applicable for product(s) being deployed		X
Provide site survey results	X	
Execute first-pass verification and integrity check of County of Mendocino request and/or Purchase Order. <ul style="list-style-type: none"> ▪ Verify that the equipment configuration solution meets County of Mendocino needs, including any changes that may have occurred since initial customer request and quote. ▪ Verify that it meets general high-level compatibility requirements such as equipment availability/orderability, floor space, site/environmental conditions, etc. 	X	
Design and configure equipment solution.	X	
Determine/validate placement and layout of new equipment.	X	
Translate commercial Bill of Quantity (BOQ) into a technical Bill of Material (BOM) or develop a BOM when no BOQ exists.	X	
Provide list of assignments for the grounding of equipment and associated framework.	X	
Provide running lists and assignments to run and connect system and interface cables (communications, fiber, Ethernet, etc.) from shelves to existing demarcation for the equipped ports as specified in the equipment configuration details.	X	
Identify and order required site material.	X	

3.3.3 Deliverables

	N
Create Office design engineering package (EDP) consisting of the following: <ul style="list-style-type: none"> ▪ Technical specifications ▪ Installation instructions, notes and work items ▪ Bill of Materials, including list of Logistical Items covering all required equipment and software, e.g. racks, shelves, circuit packs, servers, etc. ▪ Applicable associated cable running lists and assignments ▪ Deinstall instructions for existing 7250 / 7450 switches. 	X
Update project document applicable only to equipment being installed: <ul style="list-style-type: none"> ▪ Equipment layout in bay, including circuit pack arrangement 	X

3.4 Responsibilities – Equipment Installation

3.4.1 Description

Installation includes performing the assembly, wiring and testing tasks listed below in this section according to Nokia's and/or third-party manufacturer's prescribed procedures associated with the product furnished on the order (except County of Mendocino spares). The actual work operations, for any given installation job, are dependent on the specific equipment being installed and the location and configuration of County of Mendocino's site.

3.4.2 Standard Tasks

	N	C
Obtain permits, licenses, and variances, if required.		X
Complete all site preparation tasks, including those identified by Site Survey. Site preparation tasks will include but are not limited to: <ul style="list-style-type: none"> ▪ Provide unimpeded cable running access. ▪ Provide trash facilities and receptacles. 		X

<ul style="list-style-type: none"> ▪ Provide appropriate HVAC, AC power (available within the installation area), lighting, structural support, and fire protection/environmental hazard protections and alarms for installation site, as may be required by law and in accordance with equipment manufacturer specifications. ▪ Provide sufficient DC power plant capacity, in accordance with equipment manufacturer specifications, to power the new equipment, and assure that all required DC power drops have been provided, terminated, and labeled to the installation area power supply. ▪ Provide grounding system suitable for the equipment. ▪ Notify Nokia in writing of the presence of hazardous materials (e.g., asbestos) and correct any hazardous conditions that exist at the installation site. ▪ Verify that equipment floor load-bearing capacity is adequate. ▪ Provide alarm blocks and cable designations. ▪ Provide aisle, shelf, and unit designations. ▪ Inform Nokia of the presence of any sensitive equipment at the work site (e.g., equipment sensitive to static electricity, heat, or light). 		
<p>Prepare Method of Procedure (MOP) & obtain County of Mendocino sign-off before installation begins.</p> <ul style="list-style-type: none"> ▪ Major work activities to be performed ▪ County of Mendocino job-start responsibilities ▪ Projected job start and end dates, and daily work schedules ▪ Nokia and County of Mendocino contacts ▪ Delivery, storage, and staging of equipment ▪ Detailed County of Mendocino and Nokia security, safety and service protection responsibilities and procedures ▪ Transition documentation, covering the handoff of all deliverables and signifying the completion of the Service ▪ Obtain appropriate County of Mendocino signatures on the MOP document via fax or e-mail before installation begins. 	X	
Provide access (e.g., permissions, keys, access codes, badges) to secured or guarded building and facilities		X
Identify all necessary tools as specified in installation documentation	X	
Identify all required testing procedures.	X	
Obtain all necessary calibrated tools as specified in installation documentation	X	
Provide accessible space for delivery vehicles and installation team (e.g., unloading space, building opening and passageways of adequate size, concrete floors, equipment storage/staging/installation areas, elevators, loading dock, switch, and power rooms)	X	X
Receive, inspect, and inventory Nokia provided material, per listings specified in installation files and guidelines supplied for the project	X	
<p>Install all in-scope system equipment purchased in assigned location per installation documents. Installation can include:</p> <ul style="list-style-type: none"> ▪ Moving all material from point of delivery to install location ▪ Unpacking all equipment ▪ Installation of sub-rack/shelf into rack ▪ Insertion of all cards, circuit packs, or modules into sub-rack/shelf ▪ Cable intra and inter rack/cabinet equipment ▪ Supply all consumables needed for installation, e.g. cable ties, tape, heat shrink tubing, jumpers, BNC connectors, cable tags, etc. 	X	
<p>Run and connect power, including installation of connection hardware and fuses, testing, and completion of power certificate (document). Power connections may include:</p> <ul style="list-style-type: none"> ▪ Shelf power drops to fuse panel or DC power source in same rack ▪ 	X	
<p>Run and connect ground drop to existing ground point^{10'}.</p> <ul style="list-style-type: none"> ▪ Connect ground cable at termination and Nokia equipment ▪ Install connection hardware as needed 	X	

Run and connect system and interface cabling max 50' (communications, fiberEthernet, etc.) from shelves to existing demarcation for the equipped ports as specified in the equipment configuration details. Includes continuity check.	X	
Label equipment and cables per County of Mendocino requirements and technical practices.	X	
Perform stand-alone testing of shelves and equipped ports of in-scope system equipment prior to integration, per manufacturer's installation and test procedures, including: <ul style="list-style-type: none"> ▪ Verify proper power-up ▪ Load provisioning software, if provided for in-scope system equipment ▪ Perform basic, stand-alone tests on the individual equipment ▪ Maintain test logs and trouble reports 	X	
De-install (13) 7250 switches and (3) 7450 switches	X	
Remove from County of Mendocino site all tools and debris generated from the installation effort. Excess County of Mendocino-ordered/owned material (e.g., cables, fuses) will be left at the site.	X	
Gather all job documentation (e.g. product documentation, job drawings, specifications), test records, and inventoried equipment spares and excess material (e.g., cables, fuses)	X	
Update job drawings per as-installed specifications	X	

3.4.3 Deliverables

	A
Obtain County of Mendocino sign-off before installation begins.	X
All job documentation.	X
As-built EDP only	X
Obtain County of Mendocino acceptance/sign-off/job completion notice at installation completion.	X

3.5 Assumptions

- Concrete floor in non-seismic zone with existing overhead cable rack, vertical and horizontal fiber duct, and cable demarcs (blocks, interface panels, other equipment).
- Existing Power in the rack either by a PDU or Main Power Cable.
- Single floor installation with no cable holes and no excessive cable rack congestion.
- Lacing of rack verticals and turns only for interface cables. 100% lacing of power cables.
- Standard installation lead times, 40 hour work week, and single deployment without any County of Mendocino imposed delays. Expedited installations will result in additional costs.
- Site Survey to be performed by Nokia. Engineering document developed based on Site Survey data and County of Mendocino information.
- Assumes multiple Site Surveys will be performed in same day. The sites need to be within a 20 mile radius in urban areas and 60 mile radius in rural areas and Nokia is able to complete at least two surveys per day. If County of Mendocino caused delay prevents the completion of the second survey, the multiple site survey price does not apply.
- If Site Survey is not performed by Nokia, County of Mendocino should provide accurate site data, as required.
- Engineering document consists of work items, rack layout, circuit pack layout, cable running list and material list.
- Pricing includes site specific installation material as detailed below for each IPRT (7705) shelf:

- 1 ground drop 10' (shelf to existing ground)
- 1 A & B Batt & Rtn feed material 10' (shelf to PDU or Main Pwr Cable within the same bay)
- 1 CAT5 Mgt cable up to 50' (shelf to existing demarc)
- CAT5/6 RJ to RJ B/T cables up to 50' (shelf to existing demarc) Quantity dependant on site configuration.
- Miscellaneous labels and installation related hardware
- After a site survey has been performed, a true-up quote may be prepared based on the site material requirements determined in the survey. If it is determined that additional site material and associated engineering and installation effort will be required, a quote will be provided to County of Mendocino for the additional charges; and, upon approval, County of Mendocino shall submit a separate purchase order for such site materials and associated shipping and services.
- Installation schedules and resources will be determined after receipt of County of Mendocino purchase order.
- Pricing is based on known site information as provided by County of Mendocino. If actual site conditions, e.g., location, distances, need for special modes of transportation, etc., differ from those provided originally, additional travel charges may be incurred.
- Shelves 7250/7450 will not removed until after ckts have been rolled to 7705.
- County of Mendocino will be responsible to power down the shelf once service is removed from shelf.
- All cabling will be cut at the point where the cable drops off the cable rack into the bay. Cables will be cut at both ends and will not be mined.
- Eqpt will be removed and given to County of Mendocino to dispose of. No packing material will be provided for removed equipment.
- Trash/packaging disposal containers are available for Nokia's use on County of Mendocino's premises. If off-site disposal is required, additional charges may apply.
- Standard loading dock is available for material delivery at street level. Non-standard delivery conditions (such as crane, windows, small door, etc.) will result in additional charges.
- A price quote with additional charges may be provided after the site survey information is reviewed and final site installation material and associated engineering and installation effort is determined.
- Labor and travel pricing are estimated based on the scope and assumption statements in this document. Changes to scope or assumptions may result in additional charges. County of Mendocino agrees to issue a new Purchase Order for any additional charges before project start.
- Assumes no Signal and power cable racking to be added.

4 Project Management Services

4.1 Nokia Responsibilities

4.1.1 Description

Nokia will provide Project Management Services for the duration of the project. Nokia will utilize a Project Manager who will function as a single point of contact (SPOC) for County of Mendocino on the project and will coordinate project activities through final delivery of all contracted-for elements, coordinating all in-scope tasks until project closeout. The project manager(s) that is(are) assigned to the project will be guided by the principles of Project Management established by the Project Management Institute (PMI®) in

order to plan, schedule, and implement project activities, meeting industry recognized standards of quality, reporting frequency, and control.

4.1.2 Tasks

Nokia shall:

4.1.2.1 Project Initiation and Planning Phase

- Appoint a Project Manager functioning as the SPOC for the project and the clearinghouse for project communications.
- Mobilize resources for all project management functions (if applicable).
- Implement central and regional material management (if applicable).
- Collaborate with County of Mendocino to develop a baseline Project Management Plan, which will include:
 - A description of the project scope, and a plan to manage scope. This includes a delineation of project objectives.
 - Plan to collaboratively review and obtain acceptance of key milestones.
 - Schedule Management Plan with a baseline schedule with critical paths, and key milestones. This includes the definition of entry and exit criteria (checklists) for various stages of the project (e.g., site readiness criteria, installation, integration, order completion, etc.) and for the entire project.
 - Resource Management plan with a staffing assignment and a Resource Calendar.
 - Communication Management Plan, including: County of Mendocino and Nokia involved organization and stakeholders identified with names, plan for joint project kickoff meeting, and reporting structure (periodicity, contents, etc.) for periodic progress meetings to review status and validate the project outlook, covering:
 - Progress meetings: location, duration, frequency
 - Progress reporting contents and format
 - Management report cycle, distribution lists, media
 - Exception reporting and escalations, media, management levels
 - Test and Acceptance Plan appropriate to the project and agreed to with County of Mendocino
 - Change Management Plan with identification of tools to be used.
 - Document and Revision Control plans for hardware, software, documentation, procedures, etc.
 - Preliminary timeline with critical dates.
 - High level list of all deliverables.

4.1.2.2 Project Execution and Control Phase

- Manage and control the execution to the baseline plan and modify the plan as necessary and as agreed to by stakeholders. This phase includes:
 - Coordinating project activities through final installation/delivery of all contracted-for elements, and coordinating all orders until project closeout.
 - Managing project processes, e.g., Change Control, Document Control, Configuration Management, Deliverable Timeliness and Deliverable Quality, etc.
 - Communicating project status (schedule, technical, quality, etc.) using processes and reports determined in the communications plan to County of Mendocino, and collaboratively determine resolution of project scope change requests. Where agreed to, develop custom reports.

- Managing resources – allocating staff and other resources (e.g., equipment, laboratories, 3rd party suppliers, etc.), getting commitment to project schedule, and having staff trained.
 - Monitoring and controlling the project - comparing actual performance to plan. Recommending preventive or corrective actions. Validating defect correction.
 - Analyzing and tracking project risks to verify that risks are identified, status is reported, and appropriate risk response plans are executed. Escalating and issuing jeopardies, as necessary.
 - Managing change control – identifying changes that have occurred or need to be addressed. Verifying that only approved changes are implemented. Jointly reviewing change requests with County of Mendocino and determining how requests are to be resolved.
 - Documenting and incorporating only approved changes into the project products and services, and documenting the impact of requested changes.
 - Contract Administration – verifying that the deliverables/milestones and obligations per the respective contract documents are achieved/in compliance and notifying County of Mendocino appropriately, if otherwise.
- In case of delays and failures by third parties directly contracted by County of Mendocino, or the failure of such third parties to cooperate with Nokia, Nokia will refer the matter to County of Mendocino for resolution.

4.1.2.3 Project Closeout

- Manage close-out activities, before any necessary resources are released, including:
- Verify that all activities within the scope of Nokia’s responsibility under accepted purchase orders have been completed in accordance with contractual requirements. Update respective contract records.

4.1.3 Deliverables

Nokia shall provide the following:

- Project Documentation to be provided to County of Mendocino on an ongoing basis includes:
- Progress reports as required
 - Project timeline
 - Other documentation as mutually agreed to

4.2 County of Mendocino Responsibilities

County of Mendocino shall:

- Place timely purchase orders for all goods and services included in the project.
- Provide contact list, including a PM SPOC, of the County of Mendocino managed project resources and stakeholders.
 - Include 3rd party supplier contacts involved in the project
- Identify County of Mendocino SPOC for escalations/issues.
- Provide access to facility and systems as required.
 - Coordinate and provide access to required personnel, facilities, site and information, including computer equipment, telecom equipment, and workspace, as required to perform the Service.
 - Provide security clearances and/or escorts as required to access the site and facilities for installation and maintenance.
 - Provide Nokia with access to County of Mendocino’s IT network, as required to perform the Service.

- Provide Nokia with all information reasonably requested by Nokia necessary for the performance of the services, including without limitation providing technical configuration information such as IP addresses, BDFB assignments, alarming scheme and assignments, relay rack locations, circuit assignments (DS3, OC3, T1) as specifically requested by Nokia in connection with this project. This information should be accurate and complete and be provided five (5) days prior to Service initiation.
- Review and approve agreed-to documentation:
 - Review document within two (2) business days from document receipt. At this time, provide comments and requested changes or approve the document.
 - If comments are provided or changes requested, Nokia will review the changes and incorporate changes, where possible, and re-submit a final draft along with a “red-lined” draft of the changes within two (2) business days for review and approval. County of Mendocino will accept such final draft documents or provide a detailed explanation of the remaining deficiencies within two (2) business days.
- Sign off on plans as defined in the Deliverables section.
- In the case of County of Mendocino-provided systems and/or products included in this Project but procured directly by County of Mendocino, ensure cooperation of the other vendors whose deliverables can delay timely completion of project.
- Execute according to the agreed upon plans at hand-off/interface points, including the completion of responsibilities assigned to County of Mendocino in the SOWs included in this project.
- Assist Nokia in discussions with any third party that County of Mendocino requires Nokia to manage within the scope of the project, and execute such letters of agency or similar documents as required to authorize Nokia to manage and direct such third parties on County of Mendocino’s behalf.
- Secure the cooperation of and any necessary license rights from County of Mendocino third party vendors as required for Nokia’s performance of the services.

4.3 Assumptions

- Nokia PM will work remotely and travel at County of Mendocino’s request.

5 Network Architecture and Design – IP Service Routers

5.1 Nokia Responsibilities

5.1.1 Description

Nokia will work with Mendocino County to produce a network detailed design which reflects the objectives and requirements for the network solution that has been proposed for this SOW. The design work is done at a Nokia R&D center where design options can be verified in a lab and discussed among the Nokia team of architects. This service also includes a network audit and a network migration strategy to successfully complete the swap out of existing legacy 7250 SAS routers to the new 7705 SAR-8 routers and legacy 7450 ESS routers to the 7705 SAR-18s. The network migration strategy covers the upgrade to the new routers in accordance with the network design, and aims at preserving the capability and services offered to existing customers.

The network design documentation will address all networking aspects, such as:

- Physical architecture (hub and spoke, daisy chain, ring, etc.)

- IGP topology and IP addressing scheme of the IP/MPLS network
- MPLS topology and LSP infrastructure
- Element and network security requirements
- QoS configuration requirements
- Service definition
- Resilience model
- Synchronization design
- Failover mechanisms

5.1.2 Tasks

Nokia shall:

5.1.2.1 Network Design

- Lead a services and technical requirements gathering workshop with Mendocino County to obtain the required information to start the architecture and design process.
- Develop a network detailed design documenting the recommendations and design for the next-generation IP/MPLS project based on the service and network requirements provided by Mendocino County. The network detailed design will cover the following components:
 - System security (user profile access, management access, ssh/console access)
 - Network management
 - Resilience model
 - Failover mechanisms
 - Naming conventions
 - Overview of products used as part of the network design
 - QOS (both network and access for the 7705 SAR-8/18)
 - Ethernet port configuration parameters
 - IP addressing scheme
 - L3 network interface configuration parameters to enable MPLS infrastructure
 - New IP/MPLS network architecture
 - IGP design (topology and standardized parameter settings)
 - MPLS design (LDP and RSVP) including seamless MPLS design
 - Network synchronization
 - BGP Design (parameter recommendations, route-reflector design, RFC3107)
 - Service designs for existing customer service offerings (standardizing goal design for each) as applicable for the solution proposed:
 - L2 VLLs (E, I, C & A-Pipes)
 - L2 VPLSs (H-VPLS)
 - L3 VPRNs (IPv4)
- Review network detailed design with Mendocino County and obtain sign off.

5.1.3 Tasks

Nokia shall:

Network Audit:

Perform a Network Audit from the existing 7250 SAS / 7450 ESS network elements configurations. The audit will be performed to collect focused information on the current network elements configurations, summarizing its key characteristics, including information pertaining to service, routing, addressing, and timing topologies. The audit will facilitate the development of a migration from current configurations to the new configurations per the syntax requirements of the new 7705 SAR-8 / SAR-18 network elements hardware and OS SR release.

Network Migration Strategy:

The Network Migration Strategy covers the migration of Mendocino County's existing the 7250 / 7450 network elements to new 7705 SAR-8 / SAR-18 network elements, and aims at preserving the capability and services offered to existing customers.

- Lead a migration planning workshop with Customer engineering and operations personnel to design the best migration strategy and procedure. The migration strategy will take the following into consideration:
 - Minimizing service outage
 - Maintaining QoS across the IP/MPLS network
 - Maintaining network redundancy
 - Maintaining traffic performance across the network, based on measurements of jitter, delay and latency
 - Coordination of the migration with Customer operations
 - Completing the migration within the maintenance window
 - Providing a back-out plan
- Develop a migration strategy, capturing and documenting the following information:
 - Migration scope
 - Identification of the logical migration method
 - The required network logical topology
 - Syntax changes templates from 7250 SAS to 7705 SAR-8 (CLI format)
 - Syntax changes templates from 7450 ESS to 7705 SAR-18 (CLI format)
 - Current technical description of services (connections) that will be supported by the Nokia 7705 SAR-8 and SAR-18 network elements
 - Services migration configuration and their distributions
 - Services migration special cases
 - Migration strategy and steps
 - Identification of downtime for the migration, as applicable
 - Testing and validation strategy
 - Maintenance window specific procedures
 - Completing the migration within the maintenance window
 - Identifying clear steps for a roll-back plan
 - Testing in Nokia's lab
 - Validation of end-to-end migration methods
- Review the Migration Strategy (included with the HLD) with Customer and obtain sign-off

5.1.4 Deliverables

Nokia shall provide the following:

- On-site network design workshop – up to three (3) days
- High Level Network Design (HLD) document
- High Level Migration Strategy (outlining migration from the 7250s / 7450s to the 7705 SAR-8 / SAR-18) included with the HLD document

5.2 Mendocino County Responsibilities

- Provide the Nokia network architecture and design team with all relevant service and technical requirements prior to the commencement of the network design.
 - List of all standard services to be provided.
 - List of services/customers with special service-specific or customer-specific requirements (standard and non-standard, and their variant configurations).
 - Definition of service topology hierarchies for Layer 2 (e.g., L2 H-VPLS, PBB) and Layer 3 (e.g., Hub/Spoke, Mesh), on a service by service basis.
- Provide current configuration data from all legacy 7250 / 7450 network elements to be utilized by Nokia for the Network Audit.
- Respond to Nokia technical questions and inquiries for information in a timely manner. Nokia requires turnaround on technical requests within 24 hours.
- Provide knowledgeable personnel to attend the network design workshop, and review and approve the network design and migration strategy in accordance with a schedule to be developed between Nokia and Mendocino County.

5.3 Assumptions

- All network elements are designed in a single batch.
- The upgrade from 7250s / 7450s to the 7705 will be performed in two steps, with the 7705s first deployed in an overlay fashion to the existing network, and traffic migrated sequentially from the legacy to the new network elements in the second deployment phase.
- Any changes requested after the sign off of the HLD and High Level Network Migration Strategy will be subject to Change Control.
- Except for the design workshop, all work will be performed remotely.
- If delays to service schedule, once established, are caused by Mendocino County, additional charges may apply.

6 NSP NFM-P Software Integration

6.1 Nokia Responsibilities

6.1.1 Description

As part of this Service, an NFM-P expert will install the pertinent NFM-P software components in Mendocino County's environment. All preparation work will be performed remotely. The actual software installation will be performed on-site.

6.1.2 Tasks

Nokia shall:

6.1.2.1 Preparation

- Prior to installation in Mendocino County's environment, the NFM-P Expert will gather the appropriate recommendations on the following:
 - Dedicated hardware or Virtual Machine hardware and Red Hat Enterprise Linux ('RHEL', 'Linux') OS specification
 - NAT information, if applicable, and firewall information
 - Type of installation and deployment per license information
 - Hardware and Linux OS compatibility with the NFM-P release
 - Appropriate file system configuration and sizes
 - User configuration, group, default values
- The NFM-P Expert will conduct a conference call with Mendocino County engineers and operators to explain the installation steps and procedure

6.1.2.2 Installation

Once the platform requirements have been collected and implemented, the NFM-P Expert will perform the following:

- Install the Linux OS software and patches necessary for the NFM-P release
- Install the Oracle Database software
- Install the NFM-P Server software
- Perform router discovery (up to 3 routers), if the routers are available during the software integration, via the discovery mechanism to test management connectivity
- Test to ensure all recommended backup, restore and resynchronizations follow the design and best practices
- Test the activity switch mechanism for a redundant setup
- Respond to questions related to the NFM-P application installation and operation

6.1.3 Deliverables

Nokia shall provide the following:

- Integrated NFM-P Standard application

6.2 Mendocino County Responsibilities

Mendocino County shall:

- Provide Nokia Professional Services with all relevant service and technical requirements prior to service commencement.
- Respond to Nokia Professional Services technical questions and inquiries for information in a timely manner. Nokia requires turnaround on technical requests within 24 hours.
- Provide the system hardware, operating system and software specifications for the NFM-P.
- Provide licensed copy/ies of the software.
- Ensure their OS includes the latest OS patches to warrant their system is not vulnerable to any security threats or known software defects at the OS level.

- Ensure all network elements to be managed by the NFM-P have been provisioned for SNMP management.
- Complete all pre-testing of facilities (if applicable).
- Ensure the dedicated hardware is installed, cabled and turned up prior to the scheduling of the NFM-P application installation.
- Provide Mendocino County engineer to assist with on-site support, if needed (e.g., NOC support for trouble clearing and testing of connectivity between NFM-P and network elements).
- Configure any third party application (if applicable).

6.3 Assumptions

- The service is for one (1) NFM-P system.
- The network elements are remotely accessible from the NFM-P system.
- The network elements are ready for SNMP management.
- Mendocino County has purchased Red Hat Enterprise Linux ('RHEL', 'Linux') OS support from the RHEL OS vendor.
- Mendocino County's OS includes the latest OS patches to ensure their system is not vulnerable to any security threats or known software defects at the OS level.
- The dedicated hardware or Virtual Machine is installed, cabled and turned up prior to the scheduling of the NFM-P application installation.
- All software integration is performed from a single Mendocino County location.

7 Network Integration – IP Service Routers

7.1 Nokia Responsibilities

7.1.1 Description

Nokia will utilize the approved Network Design (including the network migration strategy) to develop the per-network element configurations, including system, routing, interface and network services needed to bring each Nokia router in the designated network to an operational state. Nokia will then test the configurations and verify successful integration into the target network and conformance with the Network Design.

7.1.2 Tasks

Nokia shall:

- Establish deployment schedule with the Nokia assigned PM and/or Mendocino County's PM team.
- Develop an Acceptance Test Plan (ATP), to be reviewed and approved with Mendocino County, to implement the new network elements.
- Develop configuration for all network elements covered by this Service and specifically listed in the "Equipment Configuration" section of this SOW.
- Test and verify the CLI syntax of all network elements covered by this Service and specifically listed in the "Equipment Configuration" section of this SOW in Nokia's Labs.
- Load configuration files into the target network elements.

- Perform any additional advanced configuration of the nodes from a centralized location via CLI or the NSP NFM-P.
- Perform network element discovery from Mendocino County's NSP NFM-P.
- Execute the ATP, which may include, but not be limited to:
 - Validating establishment of MPLS LSPs, as applicable
 - Validating routing configuration on the new node/s and adjacent/neighbor nodes
 - Testing end to end network connectivity
 - Testing path redundancy and network resiliency elements as applicable
- Obtain sign-off from Mendocino County.

7.1.3 Deliverables

Nokia shall provide the following:

- ATP document.
- Configuration files for all nodes listed in the "Equipment Configuration" section of this SOW.
- All nodes listed in the "Equipment Configuration" section of this SOW fully configured and integrated in an overlay network.

7.2 Mendocino County Responsibilities

Mendocino County shall:

- Provide technical personnel to review and approve the ATP and any changes.
- Provide remote access to the routers throughout the entire project duration from a central location (e.g. Network Operations Center – NOC).
 - The remote access will need to provide telnet/SSH and NSP NFM-P Web GUI (required for network element discovery) access to the new network elements in the target network.
 - The remote access has to provide either remote NFM-P client connectivity to Mendocino County's NFM-P server (preferred) or remote terminal (VNC etc.) access to NFM-P clients on the network which are connected to the NFM-P server.
- Provide onsite access to the routers at each site location throughout the entire project duration.
 - Provide a Mendocino County authorized personnel to escort Nokia professional services to each site.
- Ensure that all changes in their internal management/DCN network (routers and firewalls) are in place, a minimum of one (1) week prior to the integration activity scheduled start, to ensure connectivity between new network elements and the management network.

7.1 Assumptions

- Pre-requisites:
 - The delivery of this Service is contingent upon the availability of an up-to-date network design (including a network migration strategy) that was developed by Nokia's Professional Services. If there is no current, Nokia developed, network design and network migration strategy available, a custom SOW is required to cover this integration.
 - The Network Integration Service builds upon the Nokia delivered Network Design Service, and is based upon the design documentation (including a migration strategy) generated by that design service. This documentation can take the form of either a general Detailed Design document, or a

combination of High Level and Low Level design documentation. Regardless of the type of design documentation, in order for the Network Integration Service phase to begin, there must be a sign-off of all Network Design documentation between Mendocino County and Nokia's Professional Services.

- The ATP is approved and signed-off prior to the development of configuration files.
- Configuration files are generated prior to the start of integration.
- Network element re-configuration work due to non-Nokia attributable reasons will be subject to an up-scope.
- All preparation work is performed remotely (development and testing of configuration files, development and review of Acceptance Test Plan (ATP), customer meetings).
- Actual implementation and network testing is performed on-site within a period of up to eight (8) business days (Monday to Friday).

8 Network Migration – IP Service Routers

8.1 Nokia Responsibilities

8.1.1 Description

Nokia will utilize the approved Network Design and Network Migration Strategy document to develop the per-network element delta configurations to support the traffic migration from the legacy 7250 / 7450 switches to the 7705s. Additionally, Nokia will utilize the High Level Migration Strategy to develop a master migration Method of Procedure (MOP) and, optionally, per-node MOPs to migrate all traffic from the legacy to the target network elements. Nokia will then load the configuration files on the target nodes, test the configurations and verify successful traffic migration into the target network and conformance with the Network Design.

8.1.2 Tasks

Nokia shall:

- Establish deployment schedule with the Nokia assigned PM and/or Mendocino County's PM team.
- Develop a per-node high level MOP, to be reviewed and approved with Mendocino County, to migrate the traffic from the legacy equipment onto the designated MPLS network nodes.
- Develop a Migration Test Plan (MTP), to be reviewed and approved with Mendocino County, to verify the migration of traffic onto the new network elements.
- Develop migration delta configuration files, as defined in the Nokia generated network design documentation, for all new network elements covered by this Service and specifically listed in the "Equipment Configuration" section of this SOW.
- Test and verify the CLI syntax of all network elements covered by this Service and specifically listed in the "Equipment Configuration" section of this SOW in Nokia's Labs.
- Notify the NOC of intention to start configuration prior to making provisioning additions.
- Verify connectivity to the nodes and upload the migration configuration files for the traffic being migrated.
- Should it be required, perform any additional advanced configuration of the nodes from a centralized location via CLI.
- Execute the MTP, which may include, but not be limited to:

- Validating establishment of MPLS LSPs, as applicable
- Validating traffic flows have moved from the legacy to the target network elements
- Testing network connectivity on both end points of the service getting migrated
- Testing path redundancy and network resiliency elements, as applicable
- Validating that migrated traffic is passing through the designated nodes, as applicable

8.1.3 Deliverables

Nokia shall provide the following:

- Delta configuration files to support migration of traffic from the legacy network elements to the target network elements, as summarized in the “Equipment Configuration” section of this SOW.
- Master migration MOP, including MTP.
- Per-node migration MOP - Optional.
- Traffic migration support to the designated routers by one (1) engineer for up to a maximum of four (4) weeks from a central Mendocino County location

8.2 Mendocino County Responsibilities

Mendocino County shall:

- Provide technical personnel to review and approve the:
 - Per-node MOP to migrate traffic from the legacy to the target network elements, as summarized in the “Equipment Configuration” section of this SOW.
 - MTP and any changes.
- Provide remote access to the routers from a central Mendocino County location (e.g., NOC) throughout the entire project duration.
 - The remote access will need to provide telnet/SSH access to the new network elements in the target network.
 - The remote access has to provide either remote NFM-P client connectivity to Mendocino County’s NFM-P server (preferred) or remote terminal (VNC etc.) access to NFM-P clients on the network which are connected to the NFM-P server.
- Provide Nokia with the site-specific data (e.g., channel plan) required to build the configurations, if they were not completely provided during the design phase. This information must be provided at least ten (10) business days prior to the scheduled migration date.
- Ensure that connections between the existing DSXs connecting to the legacy equipment and the new DSXs connecting to the target 7705s are pre-wired ahead of traffic cutover.
- Perform any necessary troubleshooting or reconfiguration needed on the legacy gear, including the microwave radios, in support of the migration.
- Provide on-site support at the legacy and the target network elements to perform cable swings, DACS rearrangements and any troubleshooting, as needed, during traffic migration.

8.3 Assumptions

- List assumptions here

Network Migration – IP Service Routers:

- Pre-requisites:

- The delivery of this Service is contingent upon the sign-off between Nokia and Mendocino County, of the Network Design and High Level Migration Strategy document(s). Without the bi-lateral approval of these documents, the Network Migration service cannot commence.
- A Nokia developed and approved Network Migration Strategy is available prior to the start of this Service.
- The migration service is for the number and type of network elements shown in the “Equipment Configuration” section of this SOW.
- The migration service assumes a 1:1 migration between legacy and target network elements.
- The MTP is approved and signed-off prior to the development of migration delta configuration files.
- Delta migration configuration files are generated prior to the start of the migration service.
- All preparation work will be performed remotely.
- The actual migration support will be provided on site at a central customer location.
- The migration takes place during maintenance windows.
- The maintenance window is a minimum of six (6) hours long.
- Network element re-configuration work due to non-Nokia attributable reasons will be subject to an up-scope.
- The existing equipment will not be removed until all traffic has been successfully migrated to the target network elements.

9 Schedule / Timeline

This SOW does not establish or guarantee a specific Service completion schedule.

Nokia requires a minimum of 4 - 6 weeks from receipt of Purchase Order (PO) until service commencement to accommodate the necessary resource scheduling.

10 Exclusions

Engineering and Installation does not include:

- Nokia responsibility for physical security at customer project locations.
- Nokia will have no responsibility for any power cabling outside of the rack where the equipment is being installed.
- Nokia will have no responsibility for any grounding cabling outside of the rack where the equipment is being installed.

Network Architecture and Design – IP Service Routers does not include:

- Design pertaining to transport planning/availability (e.g., analysis of available fiber/transport options, design of optical transport network, DWDM/CWDM design/wavelength assignments, link budget calculations, specifications of XFPs/SFPs to be used for various inter-nodal transport links)
- Optional designs – these can be custom quoted, as needed:
 - IPsec or firewall services
 - Network Group Encryption (NGE)
 - MEF design for standardized MEF L2 services (e.g., E-LINE, E-LAN, E-TREE, E-ACCESS)
 - OAM (Y.1731, TWAMP, 802.3ah, 802.1ag)
 - Packet Microwave Card (PMC)

- IPTV, AA, multicast VPN's, BNG, IPv6, CG-NAT, BGP Peering (ISP), PBB services
- Service offerings which Mendocino County may want to provide in the future.
- Additional service designs or configurations beyond what is outlined in “description / scope” sections above.
- Any service type configuration, variants to those service or hierarchical service topologies that have not been described fully by Mendocino County prior to commencement of the network design.
- Low Level Network Design (“LLD”) document.
- Configuration file examples (these can be provided as part of a Low Level Network Design (“LLD”) Service).
- Any design changes requested after the sign off of the design document. These will be subject to Change Control.
- A Migration MOP / Cut-Over Plan.

NSP NFM-P Software Integration does not include:

- Any software Right to Use (RTU) fees
- The detailed physical design of the network (i.e., design and engineering related to the physical aspects of the network such as cabling, fiber, physical-layer repeaters, passive optical components, power, air flow, and other physical issues)
- OSS/BSS integration of the network elements, or network management system, with any third-party OSS systems
- NSP Network Platform Design:
 - Network Architecture, High Level Design, Low Level Design documentation
 - Hardware platform and resource requirements
 - Bandwidth requirements
 - Network latency considerations
 - Scalability
- NSP modules:
 - Network Services Director (NSD)
 - Network Resource Controller (NRC-F, NRC-P, NRC-T, NRC-X)
- NSP license
- NSP flow collector
- NFM-P license(s)
- NFM-P Auxiliary Servers: Client, Call Trace Collector, PCMD Collector, Auxiliary Database, Analytics Server (these can be custom quoted, as needed).
- NSP hardware (standalone dedicated hardware or Virtual Machine)
- NFM-P hardware (standalone dedicated hardware or Virtual Machine)
- Linux OS software or support
- OS RAID deployment, hardening of the OS and disk mirroring OS tasks
- Network element configuration or troubleshooting
- Dedicated hardware or Virtual Machine hardware installation
- Virtual Machine or KVM configuration
- vCPAA installation and configuration
- Any formal (slide-based) training

- Discovery and/or management of non-Nokia network elements. Non-Nokia network elements may be discovered through the purchase of Generic Network Element (GNE) licenses and GNE policy configuration services by Nokia professional services.
- Any service, unless explicitly described in this proposal – e.g.:
 - Software upgrades of any kind after the initial installation
 - Re-installation if the NFM-P is moved from one location to another (e.g., staging to production)

Network Integration – IP Service Routers does not include:

- A Method of Procedure (MOP).
- Any integration services for nodes in excess of the numbers listed in the “Equipment Configuration” section of this SOW.
- Any updates to existing Mendocino County inventory systems.
- Any integration with external 3rd party OSS/BSS systems.
- Any updates/additions potentially required to existing traffic monitoring/planning tools.
- Any provisioning work on Mendocino County management/DCN network or firewalls required to make the new network elements reachable from the management network.
- The provisioning or testing of new services added directly, by Mendocino County or its agents, to the new Next Generation IP/MPLS Network.
- Burn in testing.

Network Migration – IP Service Routers does not include:

- A site specific cut sheet including patch panel information and other physical inventory data.
- A node specific MOP, unless that optional service is purchased.
- Migration services for any equipment other than what is summarized in the “Equipment Configuration” section of this SOW.

11 Additional Terms

Unless otherwise stated in previous sections of this SOW, the following terms apply to all Services. Additional terms and conditions are per the Agreement.

11.1 Conditions

- Nokia reserves the right to determine which personnel to assign to perform Services. Nokia personnel shall at all times be subject to the employment conditions of Nokia and not those of Mendocino County. If Nokia personnel are present on Mendocino County’s premises, those Nokia personnel shall respect Mendocino County’s on-site conditions.
- Nokia may use proprietary tools and software for providing this Service. The stated price does not include the sale, licensing or transfer of such tools or software to Mendocino County.
- All work will be performed during normal business hours – 8 AM to 5 PM, local time, Monday through Friday (excluding holidays) - unless different working hours/schedule have been specified elsewhere in the SOW.

11.2 Change Management

The pricing in this SOW is based upon performance of the tasks and provision of deliverables specifically defined in this document. Requests for additional work activities that are not described in this document, including Mendocino County-required overtime or night work, or the application of any different or

additional criteria or testing in connection with any Services or deliverables, are subject to acceptance by Nokia and will entail additional charges to Mendocino County. Certain matters may require a new quotation under a separate Statement of Work. If Nokia agrees to perform additional work activities under a SOW, Mendocino County shall execute a Change Order in accordance with Nokia's Change Management Process to confirm the schedule impact and Nokia's authorization to perform and bill for such work activities.

Additional charges may apply if performance or completion of the Service is delayed for any reason attributable to Mendocino County. In such cases, Mendocino County agrees to authorize: (a) Nokia's billing for such work activities on a time and material basis at Nokia's then current standard rates and subject to any applicable per incident and/or minimum hourly billing requirements then in effect and/or (b) the schedule extension attributable to the delay.

11.3 Acceptance

Maintenance, management and other recurring services are deemed accepted as services are performed. For all other services, Nokia shall notify Mendocino County upon completion of Services either by providing a notice of completion or by providing Mendocino County the deliverable(s) specified in this SOW. Thereafter Mendocino County shall have ten days from the notice to notify Nokia that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted on the earliest of: (1) the passage of ten days from date of notice of completion with no notice of non-conformance from Mendocino County; (2) Mendocino County's actual acceptance; or (3) Mendocino County's use of the Services, the result of the Services or any deliverable, whether or not the use is revenue-generating.

12 Project Schedule

Unless specified elsewhere in this document, Mendocino County and Nokia will mutually agree in advance on project schedules or start date before commencement of work.

13 Pricing Summary

13.1 Pricing Notes

- The quoted prices are valid for POs received within 60 days from the date of this SOW.
- All prices are in \$US, unless stated otherwise.
- Prices do not include taxes.
- If this SOW is accepted as is, please reference the 20.US.903624.01 quote number on your POs.
- Anything not specifically described above is not included in this SOW.
- Changes involving additional scope or an extension of the project timeframe will require a change order in accordance with the Nokia Change Management process.

Engineering and Installation:

- Nokia's pricing for the Services described in this SOW is subject to change if the Services are provided in support of a governmental contract or are otherwise subject to a Prevailing Wage Law. "Prevailing Wage Law" means the federal Davis-Bacon Act (40 U.S.C.S. §§ 3141 et. seq.) and any similar federal, state or local law or regulation requiring that workers under certain contracts be paid the prevailing local wage for the classification of work in question. County of Madera further agrees that, if a Prevailing

Wage Law is applicable, Nokia may adjust the pricing in proportion to the increased amounts Nokia is required to pay workers under the Prevailing Wage Law.

Network Architecture and Design – IP Service Routers:

- Pricing assumes that Mendocino County purchases the Network Integration Service for Nokia to implement the network design service quoted here.
- Pricing includes travel and living expenses for one (1) engineer to a single customer location for up to three (3) consecutive business days to deliver the design workshop. For any other Mendocino County request or requirement for travel by Nokia, all services support, travel and living expenses including lodging, airfare, meals, transportation, and any associated expenses and taxes shall be paid by Mendocino County.

NSP NFM-P Software Integration:

- The on-site installation option quoted here includes travel and living expenses for one (1) trip by one (1) engineer to a single Mendocino County location.

Network Integration – IP Service Routers:

- Pricing includes travel and living expenses for one (1) engineer for two (2) trips to a central Mendocino County location for up to a maximum of eight (8) business days. For any other Mendocino County request or requirement for travel by Nokia, all services support, travel and living expenses including lodging, airfare, meals, transportation, and any associated expenses and taxes shall be paid by Mendocino County.
- Pricing includes test set rental fees for integration.

Network Migration – IP Service Routers:

- Pricing includes travel and living expenses for one (1) engineer for up to twenty (20) business days of on-site migration support at a single Mendocino County location, over a maximum of four (4) trips. For any other Mendocino County request or requirement for travel by Nokia, all services support, travel and living expenses including lodging, airfare, meals, transportation, and any associated expenses and taxes shall be paid by Mendocino County.

14 Entire Agreement

This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. This SOW shall be governed by the laws of New York. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

Nokia of America Corporation	County of Mendocino
Signature: <i>Desiree Obleton</i>	Signature: <i>see page 3 of agreement</i>
Name (Print): Desiree Obleton	Name (Print):
Title: Commercial Contracts Manager	Title:
Date: <i>December 16, 2020</i>	Date:
Nokia of America Corporation	
Signature:	
Name (Print):	
Title:	
Date:	

15 Appendix A

15.1 Summary of NSP Services

Service	Location	SOW Section	Comments
NSP NFM-P Software Integration	On site	6	