

## 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
<b>Technical Support</b>		
<b>Service Level Agreement (SLA) Targets: See appendix.</b>		
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	
County of Mendocino responsibilities for OEM Servers Maintenance: <ul style="list-style-type: none"> <li>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.</li> <li>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.).</li> <li>If necessary, remove power at the power distribution unit.</li> <li>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.</li> <li>Provide adequate communications facilities, workspace and storage space for Nokia spare parts, if required by Nokia or their contractors.</li> <li>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.</li> </ul>		x
<b>Repair and Exchange Services Advanced Exchange 1 Day (RES - AE-1D)</b>		
<b>Service Level Agreements (SLAs): Advanced exchange for part requests within a delivery deadline of 1 calendar day.</b>		
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
<b>Software Subscription Plan (SSP)</b>		
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. <ul style="list-style-type: none"> <li>Applies to Generally Available products.</li> <li>May include third party software if supported and licensed through Nokia.</li> <li>Includes Feature Releases as well as Patch Releases and Maintenance Releases.</li> <li>Applies to the following "Products/Features Covered": <ul style="list-style-type: none"> <li>(15) 7705 SAR-8 SW v8.0</li> <li>(2) 7705 SAR-18 SW v8.0</li> <li>NSP 17: NFM-P PREMIUM LP</li> </ul> </li> <li>Note: if a Feature Release contains a new feature for which an additional license/activation fee is required, this must be purchased separately.</li> </ul>	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	
Prior to commencement of SSP: <ul style="list-style-type: none"> <li>Upgrade products to the specified release level at County of Mendocino's expense.</li> <li>Have Technical Support (TS) agreement in effect prior or simultaneously with the SSP term.</li> </ul>		x
During SSP term: <ul style="list-style-type: none"> <li>Provide commercially available computing hardware for the Products according to product specifications.</li> <li>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.</li> <li>Allow Nokia to verify the accuracy of the reported parts shown as "Products Covered."</li> <li>For selected products specified by Nokia, engage Nokia to perform the installation of any Release.</li> </ul>		x
Responsibilities related to the Feature Release download: <ul style="list-style-type: none"> <li>Designate in writing the County of Mendocino contact responsible for receiving downloads</li> <li>Not allow access to any other person.</li> </ul>		x

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

### 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
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
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
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.

<b>Nokia of America Corporation</b>	<b>County of Mendocino, CA</b>
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:
<b>Nokia of America Corporation</b>	
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%		
<b>Legend:</b> 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.				

### 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"><li>▪ Technical Support Gold</li><li>▪ Advanced Exchange NBD</li><li>▪ Software Subscription Plan</li></ul>
7705 SAR-18	2	8.0	<ul style="list-style-type: none"><li>▪ Technical Support Gold</li><li>▪ Advanced Exchange NBD</li><li>▪ Software Subscription Plan</li></ul>
NSP 17: NFM-P	1	17.0	<ul style="list-style-type: none"><li>▪ Technical Support Gold</li><li>▪ Software Subscription Plan</li></ul>

## 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 2Mbps/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.