AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO

AND

LEIDOS DIGITAL SOLUTIONS, INC.

TO PROVIDE ANNUAL PROJECT SUPPORT AND HOSTING OF THE CITY'S INTRANET QUORUM SOFTWARE

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Leidos Digital Solutions, Inc., a Virginia Corporation (Contractor).

RECITALS

A.   City wishes to retain Contractor to provide annual project support and hosting of the City's Intranet Quorum Software (Services) as further described in the Scope of Work, attached hereto as Exhibit A.

B.   City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City   will retain Contractor to provide the Services.

C.   This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3203(b) because the price of the services is under $150,000 and City staff has solicited written price quotations from nine vendors of the services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE 1
CONTRACTOR SERVICES

1.1   Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2   Contract Administrator. The Council Administration Department is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

> Mary Ann Wallace
> City of San Diego
> City Council Offices
> 202 C Street
> San Diego, CA 92101
> 619-236-6442
> MWallace@sandiego.gov

1.3   Terms of Service. This Agreement incorporates by reference the Terms of Service Master Subscription Agreement for Intranet Quorum Hosting Services, attached hereto as Exhibit B.

1.4   Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

ARTICLE 2
DURATION OF AGREEMENT

2.1   **Term.** This Agreement shall be for a term of one year beginning on the July 1, 2021 and extending through June 30, 2022.

2.2   **Effective Date**. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3
COMPENSATION

3.1   **Amount of Compensation.** City shall pay Contractor for all services rendered in accordance with this Agreement in an amount not to exceed $76,976.63.

ARTICLE 4
[RESERVED]

ARTICLE 5
CONTRACT DOCUMENTS

5.1   **Contract Documents.** This Agreement including its exhibits completely describes the goods and services to be provided:

Exhibit A	Scope of Work
Exhibit B	Terms of Service
Exhibit C	Oracle® End User License Terms
Exhibit D	Rackspace Terms and Conditions

5.2   **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR
Leidos Digital Solutions, Inc.

By: _Daniel J. Monti (signature)_

Name: __Daniel J. Monti__

Title: __Contracts Director__

Date: __11/03/2021__

CITY OF SAN DIEGO
A Municipal Corporation

By: _C. Abarca (signature)_

Name: __Claudia C. Abarca__

Director, Purchasing & Contracting

Date: __December 8, 2021__

Approved as to form this 13th day of
December , 2021.
MARA W. ELLIOTT, City Attorney

By: _David K. (signature)_
Deputy City Attorney

David Karlin (signature)
Print Name

Exhibit A

Scope of Work

for

Project Sustainment for the Intranet Quorum (IQ) application used by

9 City Council Offices accounts and

1 Accounts for the Office of the Mayor (Total = 43 Users)

Hosted IQ SaaS environment,

Conversion and Importing of Voter Data, and

Professional Services Related to Sustainment Support

This Scope of Work (SOW) is made and entered by and between Leidos Digital Solutions, Inc., having a place of business in Vienna, Virginia ("Leidos"), and the City of San Diego, a municipal corporation having a principal place of business in San Diego, California ("Customer") to assist the Mayor and Council with their fully functional correspondence tracking solution capable of managing constituent contacts and related case work. These services include: Project Management planning, Workflow Consulting/Building, Engineering Services, Data Conversion and other Integration Support for the Leidos product known as Intranet Quorum (IQ) and its companion add-on modules, IQ Connect and IQ Outlook Add-in.

This SOW is incorporated by reference as Exhibit A into the Agreement Between Leidos and Customer to Provide Annual Project Support And Hosting Of The City's Intranet Quorum Software and is subject to the terms and conditions of the agreement between Leidos and Customer , which is incorporated as Exhibit B.This is the first exhibit on that contract and will be referred to as Exhibit A. Leidos and Customer agree as follows:

[Remainder of Page intentionally left blank]

1. Background

The Mayor and City Council's Offices have a requirement to sustain the correspondence tracking in support of constituent contacts with the City Council Offices and the Office of the Mayor. The Council's Office seeks to achieve faster response to citizen requests and ensure that all requests are being fulfilled by the agencies within the City government by implementing the IQ (Intranet Quorum) solution. The Offices also desire to convert and import voter data from the Voter table data provided by the San Diego County Registrar of Voters. This file will be procured and coded to display the needed values in the IQ System. There are 9 different accounts (one for each Council Office) and a single account for the Mayor's Office. Each Council office needs their data separate from the other, so that they cannot see each other's data even if it is the same citizen. The Mayor's office needs all the voter data in the City, but again should not be able to see what any of the council districts have done interacting with the person. So, essentially the one citizen contact record would populate both the Mayor's account and his/her Council District member's account If the citizen has moved between Council Districts, his/her contact would appear in both the current Council District account and the former council district account.

    A.   Leidos will acquire voter data files (known as "376014 SAN DIEGO 100000-399990") from the San Diego County Registrar of Voters.
The City (Customer) would like conversion of the voter data to include the same fields as in previous uploads

2. Scope of Work Objectives

The Leidos Project Manager will coordinate with other internal Leidos Departments and manage their respective resources and maintain communication with Customer staff during the course of the project term. Leidos support will monitor tickets sent to the Customer Service Center (CSC, help desk).

3. Scope of Work and Deliverables

Leidos shall provide services and staff, as set forth below:

The scope of this SOW includes all work necessary to meet the objectives set forth in Section 2 - (Statement of Work Objectives) and details below.

This document proposes project management, and related professional services to sustain the current IQ software-as-a-service services to the City Council's Office and Office of the Mayor; and providing certain offsite support as

follows:

Description of Project Personnel

Project Management - Leidos shall provide Project Management services to coordinate the planning, support and sustainment of the current IQ solution. The project manager will ensure that Leidos resources are assigned to the appropriate activities within the project schedule. This would include the staff that routinely engages with customer staff as well as the behind-the-scenes engineers and technical resources working to support the team in the field. The Leidos project manager will lead regularly scheduled status meetings and provide regular communication to the Customer Project Team. The PM will keep Leidos team informed and engaged and will ensure that the most qualified experts are assigned to specific project tasks. The project manager is ultimately responsible for the success of the project and maintaining customer satisfaction. The PM will be available for scheduled meetings. Currently the PM has assumed an account management role because the technical support has transitioned to the Customer Service Center (CSC, help desk).

Data Migration Services - Leidos shall provide the appropriate programming resources to provide needed services to migrate voter data provided from the **San Diego County Registrar of Voters** into Oracle. This will include an initial load of all registered voters into the Mayor's IQ account and then all in-district voters into each of the Council Members' IQ accounts. Semi-annual updates will be performed by Leidos programming staff. Leidos shall perform the first migration in the production account. After testing and acceptance by the City, Leidos shall perform a second migration to update the previously-migrated data to be current. This shall be performed remotely via remote connection to the IQ server from the Leidos Help Desk. Fresh Voter data will be imported into each account once a year.

The VoterlD will be used to identify a citizen record (also known as "IQ People" or "IQ Contacts") in the Voter data with a citizen in the IQ account. Leidos assumes that VoterlD is never reassigned or changed.

If the Council District is not available in the voter data from the San Diego County Registrar of Voters, then this data will be provided to Leidos by the customer as a tab delimited file with 2 columns - Precinct and Council District. We can also accept this as an Excel spreadsheet. There should be a single file for all Council Districts. This will be used during the voter migration processes to append the Council District to each voter.

The rules that will be applied during updates are:

1. Voters not already in the database from the previous voter load will be added as new records. If any of these people have been added to IQ manually by the customer, their two records will be merged.

2. Voters that were in the database from the previous voter load but are not in the current list of voters (or are no longer in the Council Member's District) will be flagged as out of district. The Council District stored in the IQ account will be updated and an affiliationcode will be added to the People record.

3. Fields available in the Voter data that do not map to an existing field within IQ will be placed in custom fields or coded using affiliation codes.

4. If the Voter data has 2 different addresses for a voter then the Mailing address will be made the Primary address and the Residential address will be made non-Primary.

5. Updates to existing data will be limited to the following:
    a. Changes to the VoterlD will not be made in IQ since this field is used to matchpeople from the Voter data to People within the IQ account.
    b. Changes to a name will be made in IQ.
    c. Changes to an address:
        i. If the existing address in IQ matches the address in the previous Voter data loaded, then the address will be updated.
        ii. If the existing address in IQ does not match the address in the previous Voter data loaded, then the address in the Voter data will be added as a new address and made the Primary address. The existing address will bechanged to non-Primary.

    d. Changes to a phone number:
        i. If the phone number in IQ matches the phone number in the previous Voter data loaded, then the phone number will be updated.
        ii. If the phone number in IQ does not match the phone number in the previous Voter data loaded, then the phone number will be added as a new phone number and made the Primary phone number. The previous phone number will be made the non-Primary.

    e. Changes to the date of birth will be made in IQ.

    f. Previous voting history will not be overwritten.

    g. Voting history available in the new Voter data but not available in the previousmigration will be added.

    h. For all other fields that change an update will be performed to the data in IQ.i.   All additions, changes and updates will be identified in the IQ account in the People Status Log.

j. Data added to a person's record through the IQ application
by the customer willbe retained and not overwritten with the
following exceptions:
    i. Name fields
    ii. Custom fields updated by the Voter update.

Remote Helpdesk Staff - Support Services - The Contractor will also provide hours of Tier One and Tier Two Help Desk support while remotely utilizing existing resources to handle all IQ-related user questions as well as to provide remote diagnostics. These resources are available Monday through Friday, 8:00 a.m. to 6:00 p.m. (EST), excluding federal holidays. Each Help Desk staff member will be IQ certified. Calls relating to how to use the application shall be reconciled by Tier One Help Desk support. Tier Two support shall be an escalation resource for more complex problems not easily solved by Tier One support.

Deliverables:

1. Data Map for Voter Data
    a. Voter Data will be converted and imported
        i. Leidos will develop a "Voter data to IQ update" process and scripts (for data file known as 376014 SAN DIEGO 100000-399990) from San Diego County Registrar of Voters. There are approximately 660,122 total voters in this file as of May 22, 2014 according to the Registrar.
        ii Leidos will pre-process Voter data annually.
        iii. Leidos will update Voter data for each of 9 IQ accounts and the Mayor's Office

4. Compensation and Payment

Customer shall pay Leidos (Vendor) for the performance of all activities necessary for, or incidental to, the performance of work as set forth in this SOW. The amount is based upon the estimated quote for services (Reference Number: 052521-SDC-1) below. Any changes in scope may result in additional charges for additional support.

Leidos' compensation for services rendered shall be based on a "hybrid" basis including: Firm Fixed Price offerings, Time and Material (T&M) offerings and Monthly cycled offerings. Estimates are calculated below:

Blended Services "Category A" includes and is limited to:

1. Business process analysis (requirements gathering and documenting findings)
    a. New report creation research

      b.   Internal document creation and assistance with customer's internal vettingand approval

      c.   Capturing details related to the outreach process or thee-newsletter processreview

      d.   IQ Outreach content configuration

      e.   IQ Outreach newsletter consulting and design

      f.   Press release process review, press clippings capture

      g.   Scheduling process review for executive's staff

      h.   Workflow creation or configuration

2. Systems configuration for non-engineering work
   a. Administer user accounts (create new users/inactivate old users)
   b. Setup IMA Mail rules and rules-based routing
   c. Creation of new codes or maintaining of old codes
   d. Running of IQ rev releases to keep software up-to-date
   e. Mail management
   f. Database clean up and house holding- duplicate checks
   g. Integration with publicly facing web forms
   h. Configuring the IQ Events module (Calendars, Roles, Appointments, RSVP,etc.)

3. Workflow building and template consulting (RE: IQ)
   a. For example: using IQ to track legislation (pre-legislative)
      i. Bill content and creation
      ii. Testimony management
      iii. Signature review and actual signing management

4. Data conversion
   a. Data table structure review
   b. Data mapping (engineering)
   c. Creation of conversion scripts and script execution
   d. Parity testing

5. Training
   a. Providing on-site training in a customer provided classroom
   b. Training course options
      i. Managing Messages in IQ (email, letters, phone calls or how to handleemail campaigns and batches)
      ii. Managing Casework in IQ (IQ Workflow and Services - internal andexternal)
      iii. Handling Outreach in IQ (create e-newsletters, send mass mailingsand manage socials media "feeds" in IQ
      iv. Training on using Reports in IQ (Reporting in every module - Contacts, Messages, Outreach, Services, Library, and Events)

     c.   Provide custom training documentation, comprehensive user guides or quick reference guides for IQ or unique business processes in your office
     d.   Provide on-site training at the desk-side
     e.   Remote training via WebEx
     f.   Custom e-learning modules

6. General Help Desk support
     a.   Support may include trouble shooting, application configuration and assistance with system administration functions and "how do I?" assistance to end users

7. On-site support after go-live of any new project. Desk-side assistance as users start to use IQ and transition to a new process managed in IQ.

8. Records management and archiving rules

Services for work performed in category A will be billed at the rate of $153.36 per hour. Every year the hourly rate will escalate according to the Leidos pricing model tied to the Federal GSA Schedule. This award is not via GSA so Non-GSA Rates apply.

NOTE: In the future, with mutual agreement, hours can be repurposed as needed from previously funded purchase orders.

Blended Services "Category B" includes and is limited to:

1. Project management for new projects or custom integrations as well as managing the existing project
2. Engineering and integration of web forms with IQ
3. Engineering (including consulting) on IQ infrastructure "as-built" or new technical tasks (such as custom integrations or custom programming, coding and quality assurance (QA) testing
4. Engineering consulting on Oracle databases
5. Engineering related to IQ Outreach account configuration
6. New system testing for custom integrations & acceptance process (RE: IQ)
     a.   Quality Assurance and Testing
7. Certification & accreditation (RE: IQ or Drupal Sites)
8. Website (Drupal-based platform) design and creation
9. Documentation and technical writing of IQ documents
10. Custom integration with Legacy Applications
11. Custom integration of IQ Extended Workflow and IQ Web Services
12. Importing of files or data from other legacy systems
13. Voter table imports
14. Custom report creation
15. Custom programming based on customer's statement of work (SOW)
16. Oracle schema resizing and labor assistance for Oracle upgrades
17. Technical assistance and testing for tasks such as American

Disabilities Act (ADA) or 508 Compliance

Services for work performed in Category B will be billed at the Rate of $191.71 per hour.

Rough Order of Magnitude Estimate for

City of San Diego
Department of Information Technology

43 User Licenses Support and Maintenance
on Leidos Provided Hosted Server

May 25, 2021

Using the Current City SaaS Terms of Agreement Contract

Period of Performance: July 1, 2021 to June 30, 2022 (1 Year)

Reference Number: 052521-SDC-1

Leidos Digital Solutions, Inc.

7990 Quantum Drive - **Suite 300**

Vienna, VA 22182

NOTE: The address above is new. Please update our listing in your systems.

Phone: 703-206-0030

Fax: 703-206-9889

IQ Cloud

Rough Order of Magnitude Estimate for
City of San Diego
Department of Information Technology
43 User Licenses Support and Maintenance
on Leidos Provided Hosted Server
Reference Number: 052521-SDC-1
May 25, 2021
Period of Performance: July 1, 2021 to June 30, 2022 (1 Year)

Part	Item Description-Hosted	Note	Quantity	Unit Price (Per User Per Month)	Monthly Subscription Pricing Totaled	Annual
Hosted Software Subscription						
GOV-U-IQCSL	IQ Cloud for State & Local Governments (includes IQ Core software with IQ Contacts, IQ Messages, IQ Services, IQ Events, and IQ Internet Suite (IMA, Extended Workflow), IQ Record-Level Security, and IQ Roles, also monthly costs include IQ Outlook Add-in, IQ Outreach, software Annual Upgrade Subscription maintenance, IQ e-Learning module and all ongoing hosting fees in a public Cloud environment <Named User Discount Level 25-49 Users> with Embedded Database.	6,7,8	43	$85.00	$3,655.00	$43,860.00
Hosted Software Subscription Sub-Total						**$43,860.00**
One Time Set Up Fees & Services						
GOV-U-SSL	SSL Certificate ($74.27/Year)	3	1	$74.27		$74.27
GOV-U-VOTER	Voter Table Cost	3	2	$534.78		$1,069.56
One Time Set Up Fees & Services Sub-Total						**$1,143.83**
Professional Services per Hour Estimates						
SDM-H-CAT-A	Blended Services "Category A"	1,2,4,5,9	165	$153.36		$25,304.40
SDM-H-CAT-B	Blended Services "Category B"	1,2	40	$191.71		$7,668.40
Professional Services per Hour Estimates Sub-Total						**$32,972.80**
Travel						
Travel 1	Travel - Estimated for User Training Classes and Onside Support	2	1	$0.00		$0.00
Travel Sub-Total						**$0.00**
Grand Total						**$77,976.63**

Notes:

1. This Time & Materials (T&M) service is offered using an hourly rate. Labor in excess of proposed hours will be made available, if required, at an additional cost. Estimate Only. Actual time will be billed. Repurposing of hours is allowed, but first must be submitted in writing and agreed to by both parties based on feasibility and relational calculations.

2. All travel and expenses is estimated using FY 2020 GSA Travel Guidelines. Travel & Expenses are billed at actual cost. No Travel is included.

3. This item is offered at a fixed price.

4. Customer to provide suitable training facilities for up to 15 students per class.

5. As proposed, classroom training includes IQ Basics, IQ Messages and IQ Services based on using our standard training materials. Also, advanced students will receive training on IQ Application Administration, Report Writing and IQ Tools. These advanced students will also need to attend the fundamentals classes.

6. All IQ Core Licenses with embedded database and IQ Outlook Add-in Licenses are sold on a named user basis. IQ Connect is Per Account. Client will provide Microsoft Outlook 2010 or 2013 for each workstation with IQ Outlook Add-in.

7. IQ Licenses are being offered at the 25-49 User Base Price Tier. San Diego City Council and Mayor had 40 Licenses and now are adding 3 more. This Fixed amount will be billed upon receipt of purchase order for all 12 months.

8. The Managed Hosted Virtual Server (MHVS) quote is a secured shared environment. Prices does not include custom integration to, or interface with other organizations using IQ or other legacy applications owned by the City. Custom integration pricing is available upon customer request and completion of a statement of work (SOW). NOTE: As potential future users or large data object are added, the amount of resources will need to grow with the additional user load and space needs. Cost for current computing resources are included in the monthly per user figure. Discounts shown on the Discount Tier are not linear because additional users may require more storage.

9. Cost of two (2) semi-annual voter table procurements from the County and files converted and added to the current system is included.
1st - Capture data from County Provided Files.
2nd - Identify changes as noted on "a. thru e." (below)
a. Find the New voters   b. Find Voters
no longer in San Diego City
c. Voters switching City Districts
d. New election data
e. Changes to Constituent data (non-voter data)
3rd - Perform updates to Mayor account
4th - Perform updates to each of the 9 District accounts

General:

a. Pricing valid Until July 31, 2021 This offer is using FY 21 Rates (Oct. - Sept.) that went into effect on October 1, 2020.

b. The period of performance (POP) of this effort will be based on the POP set out in the quote. If the POP is not listed on the order, the POP for the order shall equal the POP located in the Leidos proposal.

c. Please reference quote number on any subsequent Purchase Order (PO). This reference will authorize this work, as well as properly incorporate the part numbers, description, and/or the proposed prices herein. If the customer provided purchase order does not by chance contain the quote reference requested above, however, the total value(s) match the Leidos provided quote, then the quote becomes part of the administrative record for authorization to proceed and processing of the order as indicated in the quote.

d. If a Purchase Order (PO) is received, either a signed or printed name on the order represents a binding, authorized customer signature for this document. If a PO is received and there is no signed or printed name on the order, the issuance of the document by the customer and willingness herein by Leidos to take action to fulfill the order, represents an authorized commitment by the parties.

e. Leidos provides support services for the IQ product under the terms and conditions of the IQ Software Support and Maintenance Agreement. Normal hours of operation are 8:00 am - 6:00 pm, Monday - Friday (EST), excluding federal holidays.

f. Additional Services such as workflow consulting, data conversion, reports development, etc. can be purchased on a Time and Materials (T&M) basis at a later date, if needed.

Terms and Conditions:

1. All pricing subject to the terms and conditions of the Leidos Digital Solutions, Inc. Intranet Quorum License Agreement and Maintenance and Support Agreement as well the current City SaaS Terms of Agreement Contract.

2. All inspection and acceptance of deliverables shall be within 10 business days of delivery. If any issues arise, notification shall be sent in writing to Leidos within the 10 business days, otherwise Leidos shall assume the deliverable as accepted. Leidos shall have 10 business days to correct any specified issue.

3. Leidos will evaluate any additional tasks identified and/or defined by the Client and will provide updated pricing as appropriate or upon request.

4. This ROM is based on business proceeding in the normal course. It does not take into account schedule or cost impacts that might arise out of actions taken or not taken or otherwise responding to the COVID-19 virus.

Leidos Digital Solutions, Inc.   Use or disclosure of offer data is subject to
the restriction on the General Notes page of this offer.   Mayor-Council Budget Estimate

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Disclosure of Data Legend

This quotation includes data that shall not be disclosed outside the city of San Diego (Government) and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of these data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to these restrictions are contained in all sheets. In addition, the information contained herein may include technical data, the export of which is restricted by the U.S. Arms Export Control Act (AECA) (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.).

This material is not intended by Leidos to become a "record," within the meaning of 5 USCA 552a, and is entrusted to the government with the understanding that it will be returned if the government is unwilling or unable to maintain it as non-record material.

Price Estimates

Leidos Digital Solutions Inc. (Leidos) respectfully submits the following price estimate in response to the Government's request. The price estimate and information enclosed herein has been provided for planning and/or budgetary purposes only and should not be taken as a proposal or firm offer. The estimate provided herein responds to and reflects customer requirements as currently understood by Leidos. Should the requirements and/or timing change in any respect, it may be necessary for Leidos to modify its estimate. Leidos's acceptance of any contract that may result from the enclosed planning estimate is contingent upon the negotiation of mutually acceptable terms and conditions.

Leidos Digital Solutions, Inc.

Use or disclosure of offer data is subject to the restriction on this General Notes page.

General Notes

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Terms of Service

Master Subscription Agreement for Intranet Quorum Hosting Services

This Master Subscription Agreement (the **"Agreement"**) dated as of _July 1, 2021, (the **"Effective Date"),** is between Leidos Digital Solutions, Inc., having a place of business in Vienna, Virginia (**"Leidos"**), and the City of San Diego, a municipal corporation having a principal place of business in San Diego, California (**"Customer"**).

If Customer has entered into or enter into any other agreement with Leidos for other products or services, the terms of any such agreement shall not apply to the Services unless otherwise expressly agreed in writing by Leidos.

In consideration of the mutual promises, conditions and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Customer" means the legal entity identified above.

"Order Forms" means the ordering documents for Services hereunder that are entered into between Leidos or any of its Affiliates and Customer from time to time, including amendments and addenda thereto executed in accordance with the provisions of this Agreement. Order Forms shall be deemed incorporated herein by reference.

"Services" means the Intranet Quorum hosting services as described in the attached Statement of Work (Exhibit A), excluding any Third Party Services.

"Third Party Services" means online and offline databases, software, and services provided by third parties and distributed with or as part of the Services.

"User" means an individual who is authorized by the Customer to use the Services on behalf of the Customer, and for whom a subscription to the Service has been purchased and a User Account issued. Users may include but are not limited to employees and owners of Customer, and third parties (such as consultants, contractors and agents) who use the Services exclusively for the Customer's benefit.

"User Guide" means the user instructions and related documentation for the Services as may be updated from time to time.

"User Account" means a unique account accessible by a user name and password and assigned to a User.

"IQ Instance" means a unique IQ database schema separate from previously created database schemas.

2. SERVICES

2.1 Provision of Services. Subject to and conditioned upon the Customer's compliance with all obligations including payment obligations set forth in this Agreement, Leidos shall make the Services available to Customer pursuant to this Agreement and the relevant Order Forms during a subscription term for Customer's normal internal business purposes and not for the benefit of any third party or any other purpose. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features or the delivery of any other services, nor are such purchases dependent on any oral or written public comments made by or on behalf of Leidos or any of its Affiliates regarding future functionality or features.

2.2 User Subscriptions. Where an Order Form specifies a number of Users, then unless otherwise stated therein: (i) the Services may be accessed by no more than the specified number of Users; (ii) additional User Account subscriptions may be purchased during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User Account subscriptions are added, provided, however, that Leidos acknowledges and agrees that if, at any time during the term of this Agreement or any extension periods, Customer has one hundred (100) or more User Account subscriptions, then, for the remainder of the term of the Agreement, including any extension periods, an additional discount from $65.00 per month per User Account to $53.00 per month per User Account will be applied to the price per User Account subscription; and (iii) the added User Account subscriptions shall terminate on the same date as the pre-existing User Account subscriptions. User Account subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Customer shall designate at least one (1) User to act as an administrator responsible for requesting set-up and removal of User Accounts and for other administrative tasks related to Customer's use of the Services. If the creation of a new user account requires a new IQ instance for a new agency or group which is part of the Customer (for example, the City Council), then the term of service for that new group shall be a minimum of twelve months, but all discounts described in this Section 2.2 will immediately apply to Users of the new instance at the same time that they apply to other Users. All reductions in previously established monthly rates to new

lower monthly rates will be invoiced the first month after the subsequent user login purchases are in production, being used (and fully accepted} by the follow-on investment funding or new Order Forms. No retroactive price reductions will apply to previously invoiced monthly use. No pro-rated partial month billing will be offered.

2.3 Leidos Responsibilities. Leidos shall: (i) provide to Customer help desk support during regular business hours Monday through Friday, 8:00 am to 6:00 pm Eastern Standard Time, excluding US Federal holidays, for the Services at no additional charge; and (ii} use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Leidos shall give at least 8 hours notice and which Leidos shall schedule to the extent practicable during the weekend hours from 11:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday); or (b) any unavailability caused by circumstances beyond Leidos's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Leidos's employees), Internet service provider failures or delays, or denial of service attacks.

2.4 Customer Responsibilities. Customer shall: (i) be responsible for compliance with this Agreement by its personnel and Users; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, Third Party Services, User passwords and User Accounts, and notify Leidos promptly of any such unauthorized access or use; (iii) use the Services only in accordance with the User Guide, and applicable laws and government regulations (including without limitation, anti-spam and unsolicited email laws). Notwithstanding the foregoing, Leidos acknowledges and agrees that Customer's third party information technology service provider shall have access to and use of the IQ Instance and Services solely to provide support for Customer's internal business use. Except as otherwise provided in this Section 2.4, Customer shall not: (a) sell, license, resell, rent, lease, distribute or make available to third parties the Services; (b) use the Services to store or transmit infringing, libelous, obscene, threatening, or otherwise unlawful or tortious material, including without limitation material harmful to children or violating third party intellectual property or privacy rights; (c) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or (d) interfere with or disrupt the integrity or performance of the Services. **Customer warrants that it: (i) has accurately identified itself through its User Account and will maintain the accuracy of such identification, (ii) is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older, and (iii) shall provide Leidos a list of all such third parties, and that the NDA provisions with each must be the same as contained in this Agreement.**

2.5 Personal Data. Leidos and Customer agree that they will each comply with all applicable data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging and Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" shall mean any information relating to an identified or identifiable natural person and an "identifiable person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, including but not limited to social security numbers, government-issued identification card numbers, financial account numbers (including credit or debit card numbers and any related security codes or passwords), health-related or medical information, health insurance identification numbers, and information in a health insurance application or claims history.

3. THIRD PARTY SERVICES

3.1 Third-Party Services. Leidos may offer Third-Party Services under Order Forms in conjunction with the Services. Leidos does not warrant or support Third Party Services. Any such Third Party Services are licensed to Customer independently of the Services and according to the terms and conditions of any license used to grant rights in such third party software provided, however, that there will not be an additional fee for such Third Party Services beyond any fee specifically enumerated in this Agreement which is part of the Services, and that Customer will only pay fees to Leidos and not to Third Party Service providers, and further provided that any Third Party license terms are attached as Exhibit B or C to this Agreement and such licenses will terminate no later than the termination date of this Agreement. Additionally, for purposes of clarity, Leidos acknowledges and agrees that the audit right described in Exhibit B of this Agreement only applies to the Oracle database software used in conjunction with the Services provided under this Agreement, and does not provide audit rights for other Oracle products. Customer acknowledges that providers of the Third-Party Services may require access to data stored in the Services to enable the interoperation of such Third Party Services with the Services. Leidos shall not be responsible for Customer's use of the Third-Party Services. Third Party Services may include downloadable third-party software. Third-Party Services provided by Leidos in conjunction with the Services include:

(a)   Oracle® database software, which are subject to the license terms attached as **Exhibit C** to this Agreement; and

(b)   Rackspace ("RACKSPACE") hosting services, which are subject to the license terms attached as **Exhibit D** to this

Agreement.

In the event Leidos fails to pay RACKSPACE, resulting in a claim by RACKSPACE against the Customer, Leidos will indemnify and hold harmless the Customer from any reasonable losses, costs, claims, causes of action, damages, liabilities, and expenses actually incurred, caused by the actions or omissions of Leidos in connection with this tAgreement, provided:

(i) the Customer promptly notifies Leidos in writing of any such claim within 30 days of becoming aware of the claim;

(ii) Leidos has sole control of the defense, negotiations or settlement related to the claim; and

(ii)   the Customer reasonably cooperates with Leidos in the defense, negotiations or settlement related to the

claim.

Leidos shall have no obligation under this section if the Customer fails to comply with such requirements, unless it is determined that it would be unlawful for the Customer to comply with such requirements. Leidos shall have no obligation under this Clause if the Customer is not subject to any actions for damages to RACKSPACE.

3.2 Availability of Third Party Services. Leidos's ability to provide the Services depends on their continuing availability to Leidos for collection, aggregation, provision and/or distribution in connection with the Services. If the provider of any Third Party Service ceases to make the Third Party Service available for collection, aggregation, provision and/or distribution in connection with the Services on terms acceptable to Leidos, Leidos may cease providing such Third Party Service without entitling Customer to any refund, credit, or other compensation, except that, in the case of Third Party Services which are itemized by third party vendor on an Order Form, the Customer may be entitled to a refund of any unused prepaid fees prescribed on the Order Form for such Third Party Services, where the entirety of the Third Party Services are no longer available and, if the Customer deems the Third-Party Services to be material to the performance of the Agreement, Customer shall have the right to terminate the Agreement by providing thirty (30) days written notice to Leidos and shall owe no additional payments to Leidos.

4. FEES AND PAYMENT

4.1 Delivery. Unless otherwise set forth on an Order Form, within ten (10) days after the effective date of the applicable Order Form, Leidos shall provide secure access to an Leidos secure portal to enable Customer to access the Services set forth in the Order Form. Provision to Customer by Leidos of the information necessary to access the Leidos secure portal shall constitute delivery of the Services.

4.2 Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form: (i) fees are based on Services purchased and not actual usage; (ii) payment obligations are non-cancelable, and fees paid are non-refundable; and (iii) the number of User Account subscriptions and the fees set forth in an Order Form cannot be decreased during the relevant subscription term stated in such Order Form. Subscription fees are based on annual periods. Fees for subscriptions added in the middle of an annual period will be pro-rated.

4.3 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Leidos, and notifying Leidos of any changes to such information. All fees shall be nonrefundable except as otherwise stated in this Agreement. Unless otherwise set forth in an Order Form, payments shall be made in United States dollars. If Customer pays Leidos in a currency other than that specified in an Order Form, Customer shall pay costs of currency conversion to the currency in the Order Form and any related bank charges.

4.4 Overdue Charges. If any amounts invoiced hereunder are not received by Leidos by the due date, then at Leidos's discretion: (a) such charges may accrue late interest at the rate of 1.5% (or the maximum legal rate, if less) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and/or (b) Leidos may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. Customer shall pay all such interest and reasonable costs of collection. Nothing herein shall limit Leidos's termination rights under this Agreement.

4.5 Suspension of Services and Acceleration. If any charge owing by Customer is more than 30 days overdue, Leidos may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Leidos will give Customer 10 or more days' prior notice that its account is overdue in accordance with the "Manner of Giving Notices" section below, before suspending Customer's Services.

4.6 Payment Disputes. Leidos shall not exercise its rights under the "Overdue Charges" or "Suspension of Services" section above if the applicable charges are subject to a reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

4.7 Taxes. Unless otherwise stated, Leidos's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. The Customer shall pay or reimburse Leidos, as appropriate, for all sales, use, excise, personal property, value-added, goods and services, or other federal, state or local taxes, duties, or any similar assessments based on the licenses granted or the services provided under this Agreement or on the Customer's use of the Services, provided, however, that Leidos agrees to cooperate with Customer in completing and making use of any tax exemption forms that are available to Customer.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. The Parties acknowledge and agree that the Services, any associated documentation and

all Intellectual Property Rights therein are the exclusive property of Leidos and have been developed at Leidos's private expense. Leidos reserves all rights in and to the Services not expressly granted to the Customer in this Agreement. The Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of Leidos or its suppliers on the Services or associated documentation. The Customer acknowledges that Leidos asserts that the Services and their structure, organization and source code constitute valuable trade secrets of Leidos and its suppliers. Without limiting any of its legal, equitable or contractual rights or remedies, Leidos shall have the right to seek immediate injunctive relief in any court of competent jurisdiction to enforce its intellectual property rights in the Services without being required to post bond.

5.2 Restrictions. Except to the extent expressly authorized by this Agreement, the Customer agrees not to: (i) sublicense, assign, lend, sell, release or transfer this license to any third party; (ii) reproduce the Services in any form; (iii) modify, adapt, alter, translate, reverse assemble, reverse compile, decompile, translate or otherwise attempt to derive the source code of any component of the Services; or (vii) otherwise use or copy the Services. Additionally, the Customer shall not: (i) permit any third party to access the Services or the Third Party Services except as expressly permitted herein; (ii) create derivative works based on the software, program code or user interfaces comprising the Services or Third Party Services; (iii) copy, frame or mirror the online Services or Third Party Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer or decompile the Services or Third Party Services; (v) systematically access the Services or Third Party Services using "bots" or "spiders", or attempt to gain unauthorized access to the Services, the Third Party Services, or their related systems or networks; or (vi) access the Services in order to: (a) build a competitive commercial product or service; (b) build a product using similar ideas, features, functions or graphics as the Services; (c) copy any ideas, features, functions or graphics of the Services (except for copying incidental to the exporting of reports as part of the Services); or (d) offer commercial time-sharing, application or business service hosting applications for third parties, rental, or service bureau use. In addition, the Customer shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The restrictions set forth in this section shall survive any termination of this Agreement.

5.3 Suggestions. Leidos shall have a royalty-free, paid up, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services (excluding Customer's Confidential Information).

5.4 Federal Government End Use Provisions. If applicable, Leidos provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Leidos to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. CONFIDENTIALITY

6.1 Protection of Information.

(a)   Except as otherwise required under the California Public Records Act, California Government Code § 6250 et seq. ("CPRA"), information provided by Leidos to Customer remains the property of Leidos. Customer agrees to comply with the terms of any proprietary information agreement with Leidos and to comply with all proprietary and confidential information markings and restrictive legends applied by Leidos to anything provided hereunder to Customer. Customer agrees not to use any Leidos provided information for any purpose except as permitted under this Agreement and agrees not to disclose such information to third parties without the prior written consent of Leidos. Customer shall maintain data protection processes and systems sufficient to adequately protect Leidos provided information and comply with any law or regulation applicable to such information. The Services and any associated documentation licensed to Customer hereunder shall be protected by Customer as Leidos proprietary information. All Leidos information shall be returned to Leidos promptly upon expiration or termination of this Agreement or upon Leidos's written request.

(b)   Leidos understands that the Customer data and information developed, entered and processed through the Services under this Agreement will be considered Customer property. Leidos agrees to comply with the terms of any proprietary information agreement with Customer and to comply with all proprietary and confidential information markings and restrictive legends applied by Customer to anything provided hereunder to Leidos. Leidos agrees not to use any Customer provided information for any purpose except as permitted under this Agreement and agrees not to disclose such information to third parties without the prior written consent of Customer. Leidos shall maintain data protection processes and systems sufficient to adequately protect Customer provided information and comply with any law or regulation applicable to such information. The electronic files of all active, inactive and archived case and all Customer data entered into the system throughout the performance period of the contract shall be returned to the Customer promptly upon the expiration or termination of this agreement or upon Customer's written request. Data format will be mutually agreed upon by both Customer and Leidos, but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG or PDF format. Leidos further acknowledges and agrees that it will comply with, and cause its employees to comply with, Customer's Administrative Regulation 90.64, Protection of Sensitive Information and Data.

(c)   The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(d)   Notwithstanding anything to the contrary in this Section or elsewhere within this Agreement, the parties shall not have any obligation to protect as proprietary or confidential any information that:

    (1)   is or becomes available to the receiving party without restriction from another source; or

    (2)   is or becomes generally available to the public other than by the receiving party's breach of this Agreement; or

    (3)   was already known to the receiving party prior to disclosure of the information without obligation of confidentiality, as can be substantiated by written documentation; or

    (4)   is developed by the receiving party completely independent of the access to the information provided by the disclosing party, as can be substantiated by written documentation; or

    (5)   in the case of U.S. Government Customers, is required to be disclosed pursuant to the Freedom of Information Act (5 U.S.C. § 552), provided that the receiving party provides advance written notice of such required disclosure to the disclosing party.

    (6)   Is required to be disclosed pursuant to the CPRA.

6.2 Compelled Disclosure. A receiving party may disclose proprietary or confidential information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

7.   WARRANTY AND DISCLAIMERS

7.1 Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS-IS", "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LEIDOS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Leidos DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, THE SOCIAL MEDIA CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

7.2 Non-Leidos Services. Leidos does not provide any warranty, indemnification or support under this Agreement for any non-Leidos products or services, including but not limited to Third Party Services.

8.   INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Intellectual Property Indemnification. Leidos will defend and indemnify Customer against any third-party claim to the extent based upon a claim that the Services infringe a third party's U.S. patent or copyright. Customer shall (i) notify Leidos within 30 days in writing of such action, and (ii) at Leidos's request and expense, provide reasonable assistance and information in such defense. Leidos's obligation to defend or indemnify the Customer shall not apply if Customer is not subject to any actions for damages to the third party.

8.2 Exclusions. Notwithstanding the foregoing, Leidos will have no obligation under this Section 8 or otherwise with respect to any infringement claim to the extent caused by (i) any use of the Services not in accordance with this Agreement, (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Leidos, (iii) Customer's continued use of any non-current, unaltered version of the Services following notification by Leidos that the non-current, unaltered version of the Services may be infringing and of the need to use a more recent version of the Services; or (iv) any unauthorized modification of the Services by any person or entity other than Leidos.

8.3 Indemnification by Customer. Customer agrees to defend and indemnify Leidos, in the same manner as provided in Section 8.1, as to any claim made against Leidos for infringement and any damages awarded against Leidos thereof based on any conduct by Customer described in subsections (i) through (iv) of Section 8.2.

8.4 Mitigation. In the event the Services are held or are believed by Leidos to infringe a third party's rights, Leidos shall have the option, and at its expense, to (i) replace or modify the Services so as to provide Customer with Services which are non-infringing, compatible and functionally equivalent, (ii) obtain for the Customer the right to continue using the Services, (iii) substitute the Services with services having substantially similar functionality and performance, or (iv) terminate this Agreement and provide Customer with a pro-rata refund of all current-year fees paid based on the then-remaining term for which such fees apply.

8.5 THIS SECTION 8 STATES THE ENTIRE OBLIGATION OF Leidos WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.   LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 8.1 HEREIN, LEIDOS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED

THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL LEIDOS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER **IN** CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE 'FEES AND PAYMENT' SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL Leidos HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT Leidos HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.   TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date the Customer executes an Order Form and continues until all Order Forms under this Agreement have expired or been terminated provided, however, that if the Customer executes an Order Form prior to signature of the Agreement by authorized representatives of both parties, then the Agreement will not commence until the date that such signatures are executed. Notwithstanding the foregoing, under no circumstances shall the total term of this Agreement, including renewal terms, extend for more than five (5) years without approval by an ordinance of Customer's City Council.

10.2 Term of Subscriptions. Subscriptions under this Agreement commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

10.3 Renewal. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non- renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term shall be the same as that during the immediately prior term unless Leidos has given Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Notwithstanding the foregoing, under no circumstances shall the total term of this Agreement, including renewal terms, extend for more than five (5) years without approval by an ordinance of Customer's City Council.

10.4 Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.5 Refund or Payment upon Termination. Upon any termination for cause by Customer, Leidos shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Leidos, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Leidos for the period prior to the effective date of termination.

10.6 Audit Rights. Customer agrees that Leidos shall be authorized to enter its premises or to otherwise audit in any reasonable manner during regular business hours Customer's compliance with the provisions of this Agreement.

10.7 Surviving Provisions. The sections titled "Customer Responsibilities," "Fees and Payment," "Restrictions," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Intellectual Property Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

11.   INSURANCE.

11.1 Insurance Certificates and Maintenance of Coverage. Leidos shall not begin any work under the Agreement until it has obtained, and upon the Customer's request provided to the Customer, insurance certificates reflecting evidence of all insurance required in this Section 11, provided, however, that the Customer reserves the right to review, at Leidos's headquarters, in a secure reading room, a copy of any policy under this Agreement, and Leidos shall provide such access for review upon reasonable notice. Leidos's liabilities, including but not limited to Leidos's indemnity obligations under the Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Agreement and Leidos's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Agreement may be treated as a material breach of the Agreement by the Customer. Leidos shall not modify any policy or endorsement thereto which increases the Customer's exposure to loss for the duration of the Agreement.

11.2 Insurance Coverage. Leidos will provide Customer with a general Certificate of Insurance (COI) evidencing basic coverage's and limits prior to Customer's execution of the Agreement. Leidos acknowledges and agrees that the clause in Section 11.3.3 regarding "waiver of subrogation" will apply except in the event of Customer negligence.

      11.2.1   Deductibles. All deductibles on any policy shall be the responsibility of Leidos

      11.2.2   Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Agreement resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California.

11.2.3   Reservation of Rights. The Customer will reimburse Leidos for the cost of the additional premium for any coverage requested by the Customer in excess of that required by the Agreement without overhead, profit, or any other markup.

11.2.4   Additional Insurance. Leidos may obtain additional insurance not required by the Agreement resulting from this solicitation.

11.2.5   Excess Insurance. All policies providing excess coverage to the Customer shall follow the form of the primary policy or policies

11.3 Types of Insurance. At all times during the term of the Agreement resulting from this solicitation, Leidos shall maintain insurance coverage as follows:

11.3.1   Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $2,000,000.00 (two million) per occurrence and subject to an annual aggregate of $4,000,000.00 (four million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

Required Broad Form Endorsements. The following broad form endorsements are required to be provided to the Customer before any work is initiated under the Agreement:

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies shall include as an additional Insured the Customer and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of ongoing operations performed by Leidos or on Leidos's behalf, (b) Leidos's products, (c) Leidos's work, including but not limited to Leidos's completed operations performed by Leidos or on Leidos's behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the Customer and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the Customer and its elected officials, officers, employees, agents and representatives shall be in excess of Leidos's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must provide that Leidos's insurance shall apply separatelyto each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

11.3.2   Commercial Automobile Liability. For all of Leidos's automobiles including owned, hired and non-owned automobiles, providing coverage at least as broad for bodily injury and property damage for a combined singlelimit of $1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Broad Form Endorsements. The following broad form endorsements to the policies of insurance are required to be provided to the Customer before any work is initiated under the Agreement resulting from this solicitation:

Automobile Liability Insurance Broad Form Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must include as an additional named Insured the Customer and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Leidos.

SEVERABILITY OF INTEREST. The policy or policies must provide that Leidos's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

11.3.3   Workers' Compensation. For all of Leidos's employees who are subject to the Agreement resulting from this solicitation and to the extent required by the applicable State or Federal law, Leidos shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of $1,000,000.00 (one million) of employers' liability coverage, and Leidos shall provide that the insurer waives the right of subrogation against the Customer and its respective elected officials, officers, employees, agents and representatives.

Required Broad Form Endorsements. The following endorsements to the policies of insurance are required to be provided to the Customer before any work is initiated under the Agreement resulting from this solicitation:

Worker's Compensation and Employer's Liability Insurance Endorsements

<u>WAIVER OF SUBROGATION.</u> The Worker's Compensation policy or policies must provide that the insurer will waive all rights of subrogation against the Customer and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the Customer.

12 CUSTOMER'S MANDATORY PROVISIONS.

12.3 ADA Certification. Leidos hereby certifies that it agrees to comply with the CUSTOMER's Americans with Disabilities Act compliance requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

12.4 Nondiscrimination in Contracting Ordinance. Leidos (inclusive of its Affiliates and Subcontractors), agrees and acknowledges that it will comply with the requirements of the Customer's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code, Section 22.3501 et. seq. Leidos shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Leidos shall provide equal opportunity in all employment practices. Leidos shall ensure that its subcontractors comply with the Customer's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold Leidos liable for any discriminatory practice of its subcontractors.

> **12.4.1 Nondiscrimination in Use of Subcontractors.** Leidos shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of Subcontractors, vendors, or suppliers. Leidos shall provide equal opportunity for Subcontractors to participate in opportunities. Leidos understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanction

> **12.4.2 Contract Disclosure Requirements.** Upon Customer's request, Leidos agrees to provide to the CUSTOMER, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Leidos has used in the past five (5) years on any of its contracts that were undertaken within the County of San Diego, including the total dollar amount paid by Leidos for each subcontract or supply contract. Leidos further agrees to fully cooperate in any investigation conducted by Customer pursuant to Customer's Nondiscrimination in Contracting Ordinance, Municipal Code §22.3501 through §22.3517. Leidos understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in remedies being ordered against Leidos up to and including termination of a portion or all of the Agreement, debarment and other sanctions.

> **12.4.3 Equal Employment Opportunity Outreach Program.** Leidos shall comply with the requirements of San Diego Municipal Code§ 22.2701 through§ 22.2707.

> **12.4.4 Drug-Free Workplace.** All Customer projects are subject to Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all Customer construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein. Leidos hereby represents that it has read and understood the meaning, intent, and requirements of the Drug-Free Workplace policy; and agrees and acknowledges that the policy is incorporated as part of this Agreement. Leidos also certifies that it has a drug-free workplace program in place that complies with the Drug-Free Workplace policy; and if subcontractor agreements are ever required and approved by the Customer as part of the fulfillment of the terms of this Agreement, then the subcontractor agreements shall contain language which indicates the subcontractor's agreement to comply with the policy.

13 GENERAL PROVISIONS

13.1 Assignment. Customer may not assign, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Services) to any third party without Leidos's prior written consent. Leidos further expressly reserves all of its rights to object to any assumption or assumption and assignment of any license set forth herein.

13.2 Compliance with Laws. Customer will comply with all applicable laws and regulations in its use of the Services, including but not limited to export and import controls and the United States Foreign Corrupt Practices Act. The Services are covered and controlled by U.S. Export Control laws and may be subject to the export or import laws in other countries. Nuclear, missile, chemical biological weapons or nuclear maritime end uses or end users, whether direct or indirect, are strictly prohibited. Export or re-export to countries subject to U.S. embargo or to entities identified on U.S. export exclusion lists, including, but not limited to, the denied persons and specially designated nationals lists is strictly prohibited. Customer will defend, indemnify and hold harmless Leidos, its suppliers, agents, directors, officers and employees, from and against any violation of such laws or regulations by Customer.

13.3 Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals.

13.4 Entire Agreement. This Agreement, including any Exhibits and supplements incorporated herein, shall control and have precedence over the provisions of any purchase order issued by Customer. This Agreement shall contain the entire agreement and understanding between the parties with respect to the use, protection and maintenance of the Services and associated documentation and shall supersede and merge all previous or contemporaneous communications, negotiations, agreements, commitments, understandings, statements, and representations, whether oral or in writing, in respect thereto, and the terms of this Agreement may not be released, discharged, abandoned, changed or amended in any manner except by an instrument in writing signed by a duly authorized representative of each party. This Agreement may only be modified in a writing signed by authorized representatives of the parties. In the event of a conflict between the

terms of this Agreement, the Statement of Work and/or an Order Form, the terms of this Agreement shall take precedence, followed by the applicable Order Form, followed by the applicable Statement of Work.

13.5 Force Majeure. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including, without limitation, acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign government; or shortage of materials.

13.6 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws and regulations of the Commonwealth of New York without regard to its conflict of laws provisions.

13.7 Independent Contractors; Non-Exclusivity. The parties hereto are and shall remain independent contractors. This Agreement shall not constitute, create, give effect to, or otherwise imply an employment relationship, teaming arrangement, joint venture, pooling arrangement, partnership, or formal business organization of any kind. Neither party shall use the name of the other in publicity releases, advertising, or similar activity without the prior written consent of the other.

13.8 Non-Solicitation of Leidos Employees. Customer agrees that, during the performance of this Agreement and for six (6) months thereafter, it will not, directly or indirectly, solicit or offer employment to, or accept from others services by, any Leidos employee. The foregoing shall not prohibit Customer from hiring any person as a result of the use of a general solicitation, such as an advertisement not specifically directed to employees of Leidos.

13.9 Notices. Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered personally, deposited with a commercially reputable overnight delivery service, or sent by certified mail via the United States Postal Service (return receipt requested) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee.

To Leidos:	To Customer:
Leidos Digital Solutions Inc.	City of San Diego
7990 Quantum Drive	City Council Offices
Vienna, VA 22182	202 C Street San Diego, CA 92101
Attn: Howard Langston	Attn: Mary Ann Wallace
Copy: Contracts Dept.	Copy: Purchasing and Contracting Dept. Attn: Vanessa Delgado 1200 Third Avenue, Suite 200 San Diego, 92101

13.10 Remedies. Except as provided in Sections 9 and 10, the Parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that Leidos asserts that the Services contain valuable trade secrets and Confidential Information of Leidos and its suppliers, and that Leidos asserts that any actual or threatened breach of Sections 2, 5 or 6 will constitute immediate, irreparable harm to Leidos for which monetary damages would be an inadequate remedy, and that Licensor may seek injunctive relief.

13.11 Severability. If any provision of this Agreement is deemed by any court to be invalid, illegal or unenforceable, such provision will be enforced to the maximum extent possible and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

13.12 U.S. Government End Users. The Services constitute "commercial items" as that term is defined in FAR 2.101. If the Services are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Services will be only those specified in this Agreement.

13.13 Waiver. All waivers must be in writing. The failure of either party to insist in any one or more instances upon the performance by the other party of any of the terms or conditions set forth herein shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and such other party's obligations with respect to such future performance shall continue in full force and effect.

13.16 Cooperative Agreement The Customer reserves the right to extend the terms and conditions of this contract to any and all other agencies within the state of California as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, nonprofit agencies providing services on behalf of government, or state, community or private colleges and universities that require these goods, commodities or services. This is conditioned upon mutual agreement of Leidos pursuant to special requirements, which may be appended thereto. Leidos agrees to notify the Customer of those entities that wish to use any contract resulting from the provisions in this Section 13.14 and will also provide usage information, which may be requested. A copy of the Agreement, including pricing terms will be supplied to requesting agencies. Customer will not be responsible for administering and such "Piggyback" agreement, nor will such an agreement impact any of the terms or conditions of this agreement.

EXHIBIT C

Oracle® End User License Terms

By accessing, downloading, installing or otherwise using the Oracle database software ("Programs"),Customer agrees to be bound by the following terms and conditions in its use of the Programs:

(1) Customer's use of the Programs is limited to use by the legal entity that executed this Agreement.

(2) Customer may only use the Programs in conjunction with the Services and only for Customer's internal business operations. Customer may permit its agents and contractors to use the Programs on Customer's behalf solely for the same purposes, subject to the terms of the Agreement and this Exhibit B. Customer shall be responsible for its contractor's, outsourcer's, customer's and supplier's use of the Programs and compliance with the terms of this Agreement and this Exhibit B.

(3) Oracle or its licensor retains all ownership of and intellectual property rights in the Programs.

(4) Customer **shall not**:
   a. Transfer any of the Programs except for temporary transfer in the event of a malfunction;
   b. Assign, give or transfer the Products or any interest in the Programs to another individual or entity. In the event the Customer grants a security interest in the Products, the secured party has no right to use or transfer the Programs.
   c. Remove from the Programs or modify any markings or notices of Oracle's or its licensor's intellectual property rights.
   d. Make the Programs available in any manner to any third party for use in the third party's business operations unless such access is expressly permitted for the specific Programs license.
   e. Pass title in the Programs to Customer or any third party.
   f. Reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs. The foregoing includes but is not limited to review of data structures or similar materials produced by programs).
   g. Duplicate the Programs except for a sufficient number of copies of each program for Customer's licensed use and one copy of each program media.

(5) To the extent permitted by law, Oracle disclaims all liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential and (b) any loss of profits, revenue, data ordata use arising from use of the Programs.

(6) At the termination of the Agreement, Customer shall discontinue use of the Programs and returnto Leidos all copies of the Programs and documentation.

(7) Customer shall comply with all applicable export control laws and regulations of the United Statesand other applicable export and import laws to ensure that neither the Programs nor any direct product thereof are exported, directly or indirectly, in violation of applicable laws.

(8) The Programs are subject to a restricted license and can only be used in conjunction with the Services provided under the Agreement. Customer shall not modify the Programs.

(9) Oracle shall not perform any obligations or incur any liability not previously agreed to between Leidosand Oracle

(10) Leidos shall be permitted to audit Customer's use of the Programs, and Customer shall provide reasonable assistance and access to information in the course of such audit. Leidos shall be permitted to report the audit results to Oracle or assign Leidos's right to audit Customer's use of thePrograms to Oracle. In the event that Leidos assigns its right to audit to Oracle, Oracle shall not be responsible for Customer's costs incurred in cooperating with the audit.

(11) Oracle is a third-party beneficiary to this Exhibit C.

(12) The Uniform Computer Information Transactions Act shall not apply to this Exhibit B.

(13) Customer acknowledges that the programs included in the Programs may include source code provided by Oracle as part of its standard shipment of such programs, which source code shall be governed by the terms of this Exhibit B.

(14) Third party technology that may be appropriate or necessary for use with the Oracle Programs isspecified in this Agreement and its accompanying Exhibits or as otherwise notified by Leidos. Such third-party technology is licensed to Customer only for use with the Services under the terms specified in the Agreement and its accompanying Exhibits or as otherwise notified by Leidos and not under the terms of this Exhibit B.

RACKSPACE GOVERNMENT CLOUD ON VMWARE PRODUCT TERMS

In addition to any other terms and conditions of Client's Agreement with Rackspace, these Product Terms apply where Client purchases Rackspace Government Cloud on VMware Services. Any amounts in US$ are equivalents in local currency, as determined by Rackspace, if invoiced in local currency.

1. ADDITIONAL DEFINED TERMS.

"**A&A Package**" means the Assessment and Authorization set of documents, consisting of the System Security Plan, supporting security plans, test results, plan of action, and milestones.

"**Available Hours**" means the total number of hours in an applicable month less the number of Cloud Infrastructure downtime hours attributable to Scheduled Maintenance and Emergency Maintenance in the same month.

"**Actual Uptime**" means applicable monthly Available Hours less Client Cloud Infrastructure downtime hours attributable to causes other than Scheduled Maintenance and Emergency Maintenance in the same month.

"**Border Routers**" means any routers that connect Rackspace's internal network to a transit or peering provider via Border Gateway Protocol (BGP). The external WAN interface uplinking the router to a third-party fiber or cross-connect provider is not included in this definition.

"**Business Hours**" means, for the sake of these Product Terms, 9:00 AM to 5:00 PM (Eastern Standard Time within the US, and Coordinated Universal Time within the UK), on Business Days.

"**Compliance Baseline**" means the defined set of security controls to which the Services are managed, as specified in the Service Order.

"**Contingency Plan**" means the artifact of the Compliance Baseline A&A Package required by all Cloud Service Providers. It denotes interim measures to recover information system services following an unprecedented emergency or system disruption. The Rackspace Contingency Plan is internal to Rackspace.

"**Client Access Switch**" means the Rackspace-managed access switch uplinked to the Production Environment.

"**Client Appliance**" means any Client-owned and managed virtual machine (VM).

"**Client Portal**" means Rackspace's Client ticketing and/or notification portal.

"**Cloud Infrastructure**" means the hardware and software resources, which are located in enterprise-grade data centers, used to deploy the Services, including the host servers, switches, firewalls, hypervisor, and Operating System Instances (OSIs) provided by Rackspace, as set forth in Client's Service Order(s). This excludes Client Appliances.

"**Disaster Declaration**" means the submission by the authorized Client representative of a ticket, via the ticketing method designated by Rackspace, declaring a disaster event and requesting that Rackspace initiate a restoration of the Production Environment at its Disaster Recovery Site.

"**Disaster Recovery Site**" means the secondary site where Client production data will be replicated.

"**Disaster Recovery Testing**" means verifying the processes and services in place through simulated recovery of a mutually agreed-upon portion of the Production Environment in the Disaster Recovery Site.

"**Emergency Maintenance**" means any critical unforeseen maintenance or upgrades needed for the security, redundancy, or performance of the Production Environment, Rackspace infrastructure, and/or the Rackspace Network.

"**Minimum Level Resources**" means the committed minimum capacities for each resource used to provide the Services specified in the Service Order(s).

"**Monthly Services Fee**" means those monthly fees incurred by Client that are related to the Services provided by Rackspace under these Product Terms.

"**Operating System Instance (OSI)**" means an independent, functional virtual or bare metal server running an operating system that is both supported by the operating system manufacturer and offered by Rackspace. This excludes Client Appliances.

"**Parties**" means Rackspace and Client collectively. "**Party**" means Rackspace or Client individually.

"**Production Environment**" means the total Client environment, encompassing the entirety of contracted Services being delivered to Client in support of Client's production cloud solution, but explicitly excludes any resources designated "non-production" and/or "dev/test". This is inclusive of Cloud Infrastructure, Client Appliances, OSIs, Compliance Baseline, and any optional Services as provided by Rackspace and set forth in Service Order(s).

"**Privileged User**" means any user of the Client environment with access authority greater than users of the environment's applications. Privileged Users include application, database, network, system, and security administrators.

"**Recovery Point Objective**" or **"RPO"** means the maximum period of permitted data loss upon Restoration Success, measured in hours preceding the time of failure.

"**Recovery Time Objective**" or "**RTO**" means the duration of time, measured in hours, between Rackspace confirmation of a Disaster Declaration and Restoration Success.

"**Restoration Success**" means that the Operating System Instances at the Disaster Recovery Site are online and available for Client to use.

"**Rackspace Equipment**" means the Rackspace hardware used to provide the Services as set forth in these Product Terms.

"**Rackspace Network**" means the internal LAN-side Ethernet interface of the Border Routers to the Client Access Switch via all Rackspace-owned and -managed networking hardware.

"**Rackspace Support**" means the 24 hours a day, seven days a week, year-round support made available by Rackspace via the ticketing method designated by Rackspace or by phone (at 866 522 0070 in the US or 0333 003 4000 in the UK, or such other phone number as Rackspace may designate in the future).

"**Scheduled Maintenance**" means any planned maintenance or upgrades (including tech refreshes) needed for the security, redundancy, or performance of the Production Environment, Rackspace infrastructure, and/or the Rackspace Network.

"**Solution Escalation Action Plan (SEAP)**" means the jointly-prepared Client management plan that shall define the steps to be taken by Rackspace personnel when responding to incidents, tickets, and alerts. Specific monitoring thresholds are also documented in the SEAP.

"**System Security Plan**" means the main document of the A&A Package detailing how a Cloud Service Provider manages the security controls throughout the lifecycle of the Services, in accordance with the Compliance Baseline.

In addition to the narrative of the security control implementation, it also includes a system description of the components and services inventory, and depictions of the system's data flows and authorization boundary.

"**vCore**" means a unit of server compute resources.

2. EXPORT MATTERS. Client may not provide access to the Services to any person (including any natural person, government, or private entity) that is located in, or is a national of, any country that is embargoed or highly restricted under applicable export laws and regulations.

3. SERVICE INFORMATION. Rackspace provides a fully managed cloud platform designed to support government cloud workloads. The Services are designed with single-tenant server, storage, and networking hardware managed 24x7 by Rackspace's operations teams. Rackspace is responsible for implementing and managing the Production Environment, up through and including the hypervisor for Client-provided Appliances and the OSI layer for all other Client VMs. Rackspace shall upgrade the Cloud Infrastructure as reasonably necessary to comply with the terms of the Agreement. The Services include implementation and ongoing management of the Compliance Baseline. At a minimum, the Compliance Baseline implements either a subset of the NIST SP 800-53 Revision 4 Moderate impact security controls, or NCSC's 14 Cloud Security Principles (where applicable) but may include additional overlays and/or Client-defined controls. Any controls in addition to, or in lieu of, provisionally authorized controls may be mutually agreed upon and included, provided there is no conflict of applicable laws, Executive Orders, directives, policies, regulations, or other mandated compliance requirements. Any additional, mutually agreed-upon controls shall be identified and set forth in the applicable Service Order, inclusive of any additional implementation and management fees, prior to being implemented and provided as part of the Services.

  3.1. Managed Cloud Infrastructure Services.

  (A) System Administration & Maintenance Services. Rackspace provides system administration and maintenance services for all elements of the Services. Compute, storage, network, and OSIs are configured, hardened, and managed per pre-defined configuration management controls. Rackspace installs and implements Client's Production Environment; and provides the maintenance, repair or replacement of all Cloud Infrastructure components of Client's environment. Client is solely responsible for all administration, maintenance, security, and compliance management services required for any software or program installed on the Rackspace-provided and -managed OSIs. Rackspace shall attempt to schedule maintenance for a time that minimizes impact on Client, and shall provide notice of Scheduled Maintenance.

  (B) Cloud Server Compute Resources. Rackspace provides the use of dedicated computing resources as vCores to support Client's applications. Each increment of vCore includes computing resources of up to 4GB of memory and one virtual CPU Core that can be combined to create virtual machines to match Client's requirements (e.g., combining multiple vCore resources to create a dual core virtual CPU, 8GB RAM virtual machine).

  (C) Cloud Storage Services. Rackspace provides a fully managed storage environment for OSIs, Client Appliances, backups, and disaster recovery, separated at the Client tenant level. Storage options are tiered for price and performance optimization, and provisioned and billed in 100GB increments, as defined in the Service Order.

  (D) Capacity Planning. Client may request alerts when pre-defined thresholds (documented in the SEAP) have been reached. These alerts shall proactively notify Client that additional resources may be required to support their workloads. All requests for additional resources shall be made in writing, either via the ticketing method designated by Rackspace or executed Service Order.

  (E) Network Services. Rackspace provides highly available LAN configurations as well as redundant WAN connectivity through multiple Tier I internet service providers, including Rackspace Network links between data centers. Rackspace shall provide availability monitoring of all Rackspace Network components. Rackspace also implements denial-of-service (DoS) protection mechanisms at the network ingress and egress points

rackspace
technology.

(F) Network Capacity. Rackspace limits public internet bandwidth to a maximum of 5 Mbps per OSI. Additional bandwidth usage shall incur additional charge.

(G) Infrastructure Services Specifications.

SERVICE AREA	RACKSPACE STANDARD OFFERING
Bandwidth	Rackspace provides: • 10 Gbps connectivity at the primary and secondary data centers. • 10 Gbps Rackspace Network connection for replication between the primary and secondary data centers. • Firewall at ingress/egress

(H) OSI Management. Rackspace shall provide provisioning, hardening, encryption, administration, backups, monitoring, and alerting of the Production Environment OSIs deployed, as set forth in this Section 3.1(G) and in the applicable Service Order.

(i) Provisioning. The Rackspace Cloud Server Management Implementation Service provides the implementation and initial testing of the monitoring, alerting, and O/S administration tools for the cloud servers deployed.

(ii) Hardening. Rackspace hardens OSIs (Red Hat Enterprise Linux and Microsoft Windows Server only) and network devices to its configuration baseline based on Defense Information Systems Agency (DISA) Security Technical Implementation Guide (STIG) benchmarks. Prior to Client environment deployment and configuration, Rackspace shall communicate the STIG benchmark version to be implemented and managed. Any Client-defined hardening requirements in addition to, or in lieu of, the Rackspace DISA STIG configuration baseline shall be identified and set forth in Services Order(s), inclusive of any additional implementation and management fees, prior to being implemented and provided as part of the Services.

(iii) Encryption. Rackspace manages transparent FIPS 140-2 validated encryption at the storage layer. Compliance Baseline encryption requirements for any software or program installed on top of the Rackspace-provided and -managed OSIs are the sole responsibility of Client.

(iv) Administration. Rackspace provides administration of OSIs, including routine preventative maintenance, monthly patching, and troubleshooting, and may include additional services, as defined in the Service Order.

(v) Backups. Rackspace performs image-based Changed Block Tracking backups of Production Environment OSIs and Client Appliances once per day. If file-level, database-level, or otherwise application-aware backups are required, Client is responsible for providing a compatible backup solution – e.g., database-native backup to a local disk included in the daily image backup. Unless otherwise specified in the Service Order, the backups for Production Environment OSIs and Client Appliances shall be available onsite for 14 calendar days, and the Production Environment backups shall be replicated from the primary backup location to the archival backup location available in the Disaster Recovery Site for the same 14-day period. Client may request additional Services for longer retention periods, as defined in the Service Order. Any required restores shall only be created from Rackspace-provided disk images and presented to the OSI as a full disk. Client may choose to replace the existing disk or mount as an additional disk; but all file-level, application or database recovery efforts are Client's responsibility.

(I) Managed Security and Compliance Services. Rackspace performs the following functions, in accordance with the Compliance Baseline, to secure the Rackspace Network and Cloud Infrastructure.

Compliance Baseline requirements for any software or program installed on top of the Rackspace-provided and -managed OSIs are the sole responsibility of Client.

(i) 24x7 Monitoring and Alerting. Rackspace monitors the performance, availability, and network connectivity of supported cloud servers 24x7. By default, all alerts are configured to go to Rackspace, but the SEAP can be updated to define Client notification and escalation criteria.

(ii) Access Control (AC). Rackspace's architecture and processes maintain controlled Privileged User access to the Cloud Infrastructure. Privileged Users shall access the Cloud Infrastructure with an encrypted VPN connection established using multi-factor authentication. This connection from outside the environment can only be made to an approved jump host server. While the connection is in place, all other internet communication from the Privileged User's source device is disabled. From the jump host, privileged users can access other devices within the Cloud Infrastructure via Remote Desktop Services or SSH based on role privileges set up by Rackspace.

All privileged user sessions on jump hosts are recorded to provide a detailed activity log to support potential security incident analysis and response.

Rackspace shall be responsible for and have administrator control over the domain, forest, and/or organizational units that comprise the computer, user, and service accounts that pertain to, and provide access to, the Production Environment.

(iii) Awareness and Training (AT). All Rackspace engineering staff supporting the Cloud Infrastructure receive annual privacy and information security awareness training.

(iv) Audit and Accountability (AU). This Section 3.1(I)(iv) applies solely to Services provided within the United States.

Rackspace configures all elements of the Cloud Infrastructure to feed audit information into a centralized logging platform that provides near-real-time log collection, indexing, and management separated at the Client tenant level for: (i) System Security logs, (ii) IDS logs and (iii) Firewall logs.

Rackspace's centralized logging platform allows Rackspace security engineers and analysts to use a suite of automated and manual tools to extract audit information. In the event of a security incident or suspected incident, logs assist in determining: (i) if there was an incident, (ii) who was involved in the incident, (iii) when the incident took place, (iv) what type of incident took place and (v) how the incident occurred.

Logs are collected and retained online for 90 days through replication to the online log server and further preserved offline for one year.

Client is responsible for retaining application and database audit records online, in order to provide support for after-the-fact investigations of security incidents and to meet their respective regulatory and organizational information retention requirements. Client may purchase additional Services to store their logs. Client retains all responsibility for configuration and management of these additional log sources.

(v) Configuration Management (CM). Rackspace uses a baseline configuration based on DISA STIGs. Rackspace follows change and configuration management procedures detailed in the Configuration Management Plan as part of the A&A Package. As part of Rackspace's configuration management process, all proposed changes are recorded and analyzed for impact, and any Client-impacting changes are coordinated with Client. In addition, where Rackspace has responsibility for managing customer Active Directory, configuration tools automatically develop baselines when initially configured, and maintain those baselines by comparing any changes to the baseline, at least once per quarter, as the system is being used.

Any Client-defined hardening other than the Rackspace-defined configuration baseline shall be stated in any applicable Service Order(s), which shall include additional implementation and management fees.

(vi) Quarterly Configuration Compliance Scanning and Reporting. Rackspace scans the managed OSIs for compliance with the Rackspace-defined hardening configuration standard. The raw, unmodified compliance scan results shall be provided quarterly to Client for each environment.

Any Client-defined hardening configurations, other than the Rackspace-defined configuration baseline, shall be stated in any applicable Service Order(s), which shall include additional implementation and management fees.

Any custom-configuration compliance scanning and associated reporting shall be stated in any applicable Service Order(s), which shall include additional implementation and management fees.

(vii) Contingency Planning (CP). Rackspace maintains a Contingency Plan for the Rackspace Cloud Infrastructure as required by Compliance Baseline requirements. Rackspace shall support Client Contingency Planning efforts by meeting the Recovery Point Objective and Recovery Time Objective in the event of a major disruption to the Production Environment. The SEAP shall be used to define the tools, processes, and procedures within the areas of responsibility of Rackspace and Client. Rackspace shall provide one Disaster Recovery Test per year, upon Client request with written notice 30 days prior. This can include turning on virtual machines at a secondary facility; running specific workloads at a secondary facility in a temporary, non-impactful way; verifying data backup integrity; or testing for hardware outages.

(viii) Disaster Recovery. Rackspace provides replication of Client Production Environment OSIs and Client Appliances to a Disaster Recovery Site. Rackspace manages the Disaster Recovery Site and provides disaster recovery support services in accordance with the SEAP. Upon a Disaster Declaration, replicated VMs are activated by Rackspace in the Disaster Recovery Site to seek to restore Services to support Restoration Success within the RPO and RTO. RTO does not include any third-party dependencies outside of Rackspace's control, including Client application coming back online and time required for external third-party components and network protocols to be migrated by third-party providers. Any other application-level activities to recover and reconstitute the Client Production Environment are the responsibility of Client.

Rackspace makes no warranty as to the quality, contents or formatting of Client data. Client accepts and acknowledges the limitations of data replication, specifically that data corruption and deletion within the Production Environment, both intentional and unintentional, will be replicated to the Disaster Recovery Site. As such, Disaster Recovery shall NOT be used as a replacement for application state and database backups, which remain the sole responsibility of Client. Additionally, the rate at which the data in the Production Environment can be transferred to the Disaster Recovery Site shall vary depending on the rate of change, amount and type of data, constraints inherent in the Services, and fluctuations in bandwidth availability. Therefore, at any given time, the Disaster Recovery Site may not be completely up to date. In the event of a failover to the Disaster Recovery Site, data that has not yet completed transfer from the Production Environment shall be lost commensurate with the Recovery Point Objective. Client also accepts and acknowledges that this same risk of data loss exists during execution of Disaster Recovery Testing. Rackspace is not liable for any data loss as a result of performing Client initiated Disaster Recovery Testing, nor by executing Client's instructions in the event of a legitimate Disaster Declaration.

The Disaster Recovery Services provided are not a full business continuity solution. It is intended to be a component in a Client managed and executed business continuity plan. As such, Rackspace takes no responsibility for, and does not guarantee, any business continuity capabilities as a result of Client's use of the Disaster Recovery Services.

Where Client has not purchased VM Replication Enhanced Edition for Government Services the services shall enable the ability to meet an RPO and RTO commensurate with the Compliance Baseline; and unless otherwise specified in a Service Order the default RPO and RTO are both 24 hours.

Solely where Client purchases VM Replication Enhanced Edition for Government Services, and both the Client Production Environment and Disaster Recovery Site are located in the same country, then RPOs and RTOs shall not be set commensurate with the Compliance Baseline, and instead shall enable the ability to meet a RPO and RTO commensurate with commensurate with the Disaster Recovery Tier identified in the Service Order(s), as set out below:

Disaster Recovery Tier	RPO & RTO
Bronze	24 Hours
Silver	12 Hours
Gold	4 Hours
Platinum	1 Hour

Alternatively, Client can opt to deploy their Production Environments in an active-active manner, in which the Production Environment can always be running in the Disaster Recovery Site as well. Active-active configuration is a Client responsibility, outside of the scope of the base Services configuration, and would typically require application-level support.

(ix) Identification and Authentication (IA). This Section 3.1(I)(ix) applies solely to Services provided within the United States. Rackspace provides a Client-specific identity store implemented via Active Directory domain. This Active Directory domain resides on a pair of highly available domain controllers within the Production Environment. All resources within the Production Environment are domain-joined, including the VPN concentrator, which requires multi-factor authentication to establish a tunnel. This tunnel only exposes a single jump host, which is also domain- joined.

(x) Maintenance (MA). Rackspace shall coordinate maintenance windows to perform Scheduled Maintenance activities as required for the Cloud Infrastructure components that Rackspace supports. Rackspace shall notify Client of Scheduled Maintenance at least five Business Days before maintenance is scheduled to occur. Scheduled Maintenance may be adjusted by Rackspace up to 24 hours in either direction (before or after the then-current maintenance schedule); however, to the extent Client requires changes to the maintenance schedule, Client shall coordinate such change within 24 hours of Rackspace notification.

On occasion, Emergency Maintenance may be required to maintain a security posture commensurate with the Compliance Baseline. Rackspace is authorized to perform all reasonable actions to meet or exceed requirements in connection with the delivery of the Services against the Compliance Baseline. Rackspace shall make every effort to provide advanced notification to Clients whenever possible, but specific circumstances may dictate immediate action without prior notification.

(xi) Media Protection (MP). Rackspace utilizes validated cryptographic mechanisms to encrypt removable storage media within Rackspace data centers. All physical media transport outside of the data center is strictly controlled. Unless set forth in a separate agreement, Rackspace shall not accept any Client-furnished storage devices, and Rackspace shall not provide to Client any Rackspace storage devices. All decommissioned disk drives and digital media are sanitized before any physical destruction, in accordance with the Compliance Baseline. Physical destruction of disks may incur an additional charge.

(xii) Personnel Security (PS). All Rackspace personnel with physical or logical access to the Cloud Infrastructure shall be resident citizens of the US and/or UK, commensurate with the Compliance Baseline requirements, and undergo pre-employment background checks as part of the on-boarding and application process. An employee's hiring is contingent upon internal investigations, such as background, credit, and reference checks.

If Client requires personnel security approvals or clearances outside of Rackspace's standard background investigation, then Rackspace reserves the right to submit for approval and/or clearance its entire operations and security teams associated with the Services to enable adequate support. Client shall bear the costs and expenses incurred by Rackspace in connection with obtaining approvals or clearances required to allow Rackspace to perform its obligations hereunder.

(xiii) Physical Environment (PE). Rackspace data centers implement security safeguards to control access to areas within the facility that are officially designated as publicly accessible. Rackspace uses badges for all personnel with access privileges. Rackspace maintains a current list of personnel with authorized access to the areas where the Cloud Infrastructure resides, in addition to maintaining a separate list of personnel with authorized access to the government-only enclave area. The data center floor incorporates badge and biometric access controls, alarmed dual-factor authenticated locked doors, CCTV, and 24x7 guards to enforce physical access authorizations at all access points. Separate controlled access is required to access a government-only enclave area of the data center.

(xiv) Risk Assessment (RA).

> **(a) Monthly Vulnerability Scanning**. Rackspace performs monthly vulnerability scanning for each Client's managed OSIs within their environment(s). The scans are performed by Rackspace and the raw, unmodified vulnerability scan results shall be provided to Client. Rackspace and Client shall mutually agree on a monthly scanning schedule for the duration of the services agreement.
>
> Any custom vulnerability scanning activities and associated reporting requested by Clients shall be stated in any applicable Service Order(s), which shall include additional implementation and management fees.
>
> Client's security obligations include immediately remediating any known security vulnerability of any Client Appliance, or any software or program installed on top of the Rackspace provided and managed hardware and software Services.

(xv) System and Communication Protection (SC). Rackspace separates user functionality from management functionality through physical and logical network segmentation and associated access management policies. The Cloud Infrastructure is separated into at least two security environments: 1) a management environment containing Rackspace's support tools, and 2) Client's Production Environment. Client may implement "non-production" environments. Access to each environment is controlled by a logical firewall. Access to the management environment is limited to only Rackspace personnel. Privileged Users access the Production Environment using multi-factor authentication into a jump host via an encrypted VPN connection. End users of Client's application enter through Client-managed, application-defined mechanisms.

Rackspace provides each Client environment with a network intrusion detection sensor that monitors all network traffic to and from the Client's Production Environment. The sensor monitors all unencrypted traffic for indicators of known potential attacks and potentially malicious traffic, excluding network traffic that is encrypted using transport-layer encryption methods (e.g. HTTPS, SSL, TLS, SSH) which the sensor is unable to decrypt.

(a) System Availability. Appliance availability and failover is accomplished via component resiliency at several levels. At the network level, WAN internet connectivity is delivered through Tier 1 internet service providers. The connectivity is available via Border Gateway Protocol (BGP), whereby Rackspace announces paths for public IPs amongst all carriers. In the event of a carrier, link, or device failure, traffic is automatically re-routed.

From the edge WAN routers through to the host servers, all network devices and paths are redundantly meshed to prevent perceptible downtime in the event of the failure of any single device. Each host server has redundant path connections to both storage and production networks.

Unless otherwise specified in a Service Order, the host servers powering the Production Environment are configured in an N+1 configuration featuring VMware's high availability (HA) capability which shall restart any VM(s) from a failed host server on the remaining server nodes in the cluster.

(xvi) System Integrity (SI).

(a) Endpoint Security Management. Rackspace provides a centrally managed endpoint security software platform for all Client OSIs within their environment. The endpoint security management solution provides centralized anti-virus, malware defense**,** and host-based intrusion prevention services. Rackspace provides ongoing management of the management servers**;** agents installed on OSIs**;** and associated configurations, updates**,** and policy management. In the event a security event is detected, Rackspace shall notify and collaborate with Client to determine the appropriate actions.

(b) File Integrity Monitoring. This Section 3.1(I)(b)(ix) applies solely to Services provided within the United States, unless otherwise stated to the contrary in the Service Order. Rackspace provides a centrally managed File Integrity Monitoring (FIM) solution that monitors all Client OSIs for file changes. The FIM solution monitors core OSI operating system files and identifies and reports on changes made to these files. Monitoring the integrity of Client data and/or application files installed by Client on OSIs is excluded from the Rackspace FIM solution monitoring scope of services. Rackspace provides ongoing management of the FIM management servers; agents installed on OSIs; and associated configurations, updates, and policy management. In the event a FIM event is detected, Rackspace shall notify Client and shall collaborate with Client to determine the appropriate actions.

(xvii) Relocation. Rackspace may move or relocate Client's Production Environment and disaster recovery Services within or between data center locations (located in the same country as the origin data center). Additionally, Rackspace may make changes to the provision of the Services (including, but not limited to, changing the assigned IP addresses and DNS records and zones on Rackspace operated or managed DNS servers as Rackspace deems necessary for the operation of the shared network infrastructure).

4. AUDIT SUPPORT SERVICES. Upon at least 30 days of advance written notice, Rackspace provides up to 60 hours of security audit services for one security audit, per each 12-month period for each separate engagement following the Commencement Date of the applicable Service Order. Any additional security audit services required by Client for each Project above this time cap, shall be available during Business Hours for US$250 per person, per hour, if booked two or more weeks in advance. For less than two weeks of advance notice, additional security audit services shall be available during Business Hours for US$350.00 per person, per hour. Additional security audit services requested outside of Business Hours are available for US$450 per person, per hour. If the security audit is performed on behalf of an end client of Client, Client shall give Rackspace direct access to the end client and its auditors.

5. INCIDENT RESPONSE.

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5.1. Communication During Incident Management. Client shall assist Rackspace in developing a SEAP that shall define the steps to be taken by Rackspace personnel when responding to incidents, tickets, and alerts.

During the incident management process, Rackspace and Client shall communicate via means designated in the SEAP. Communications shall be made based on the timelines defined in the SLAs listed in Section 6.

In the event that incident resolution requires Client cooperation, such cooperation shall not be unreasonably withheld.

Upon incident receipt notification by phone call or Client Portal, Rackspace shall respond to Client via the ticketing method designated by Rackspace or phone call.

Rackspace shall use commercially reasonable efforts to provide the post-incident Client incident report within two Business Days via email.

Client shall designate a primary point of contact to communicate with Rackspace regarding all technical issues that may arise during the term of any Service Orders in the agreement, including highlighting the priority and urgency of Client tickets and requests.

5.2. Support Requests. Client shall create a ticket using the method designated by Rackspace for all support requests, change requests, or incidents. Following the submission of the ticket, Rackspace's response time shall match the agreed-upon severity of the ticket, as described in Section 6.1.

Rackspace shall send an email notification to the requestor/creator of the ticket as well as the approver when a ticket is closed by Rackspace Support personnel.

5.3. Security Incident Response. In the event of a security incident in the Client Infrastructure, such as a denial of service attack, Rackspace reserves the right to suspend Services without notice as necessary (e.g., powering off or network-isolating Client Appliances and OSIs), until completion of remediation.

6. SERVICE LEVEL AGREEMENTS (SLA).

6.1. Initial Incident Response Time SLAs.

Ticket Severity	Severity Definition	Initial Response Time
Sev1	The total outage of service or availability of network connectivity (internet or internal), or mission-critical application availability, such that Client cannot continue to operate its business due to the severity of the outage.	15 minutes
Sev2	Either of the following: (i) A material degradation of service or availability of network connectivity (internet or internal), or network device failure, mission-critical application availability, or production hardware components, such that Client can continue operating its business, but in a negatively impacted and degraded mode; or (ii) Any other support request not meeting the definition of Severity Level 1.	60 minutes

Client is entitled to a credit of US$250 or the failure of Rackspace to meet the Section 6.1 Initial Response Time SLAs. The Initial Response Time begins upon the Rackspace system timestamp for submission of a ticket, resulting from a ticket being submitted by either (i) Client or (ii) Rackspace Support through the Rackspace Support phone number.

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6.2. Availability SLAs. Rackspace guarantees 99.95% availability for Cloud Infrastructure. Client shall be entitled to prorated monthly Fees for each full or partial hour of downtime in excess of the Availability SLA.

6.3. Disaster Recovery SLA. Solely where Client purchases VM Replication Enhanced Edition for Government Services, Rackspace guarantees that it shall meet the applicable RTO for the Disaster Recovery Tier.). Rackspace makes no guarantee the RTO shall be achieved where the Client does not purchase VM Replication Enhanced Edition for Government Services; and in all circumstances Rackspace makes no guarantee that the RPO shall be achieved. Client is entitled to a credit of US$250 for the failure of Rackspace to meet the Section 6.3 Enhanced Disaster Recovery Time SLA.

6.4. Exceptions to the Credit Process. Credit shall not be issued due to failures that are, as determined by Rackspace, in its good faith reasonable judgment, the result of:

(A) Scheduled Maintenance or Emergency Maintenance

(B) Written agreement between Rackspace and Client confirming a change may be implemented without following the Change Control Processes

(C) Client-initiated work independently generated by Client

(D) Client support requests not submitted through a method designated by Rackspace

(E) Service interruptions requested by Client

(F) Violations of Rackspace's Acceptable Use Policy as may be updated from time to time at www.rackspace.com/information/legal/aup.php

(G) Client-required OSI revisions and hardware/software configurations that are not Rackspace tested/approved

(H) Client-created rules, objects, functional configuration errors, third-party software configuration, or other failure of Client Appliances, software, or hardware, or third-party software or hardware

(I) Events of Force Majeure

(J) DNS issues outside the direct control of Rackspace

(K) Patches or antivirus updates which contain code faults, flaws, or other errors attributable to the third-party vendors that created such code

(L) Any suspension of the Services pursuant to the terms of the Agreement

(M) A DoS attack or distributed denial-of-service attack (DDoS attack)

(N) Any actions or inactions of Client, an end user, or any third party

(O) Client's equipment, software, or other technology and/or third-party equipment, software, or other technology (other than third-party equipment within Rackspace's direct control)

(P) Client's failure to request SLA credits within 30 days of the applicable month for which Services are invoiced

(Q) Manufacturer or safety code-related shutdowns required for safety compliance

6.5. Service Level Credit Limitations. The SLA credit remedies contained in this Section are Rackspace's sole and exclusive liability and Client's sole and exclusive remedy for any failure of Rackspace to meet an SLA. Client must request SLA credits within 30 days of the applicable month for which Services are invoiced. The total credit available to Client for all SLA failures in any particular calendar month shall in no event exceed the Monthly Service Fee for the environment in which the SLA failure occurred during that invoiced month. Any credits available to Client shall be applied to Fees due from Client for the Monthly Services Fee and shall not be paid to Client as a refund, unless such credit pertains to the last month of Client's service.

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In addition to any other terms and conditions of Customer's Agreement with Rackspace, these US Public Sector Terms shall apply only to Services where the Customer's end user of those Services is any agency or instrumentality of a US government entity ("**Government End User**"). In the event of a conflict, these US Public Sector Terms shall take precedence over the any other term or condition of the Agreement.

1. GOVERNMENT CUSTOMERS.

1.1. Commercial Items Representation. The parties acknowledge that Services constitute "commercial items" as defined in the FAR at 48 U.S.C. 2.101.

1.2. Termination for Government Customer's Convenience. In the event that a Government End User terminates Customer's prime contract or order for the Services for convenience, Customer may terminate only the Services directly affected by the Government End User's termination on at least 30 days written notice to Rackspace. In the event of termination for convenience under this Section 1.2, Customer shall be liable to Rackspace for the value of all Services provided through to the effective date of termination, and for Rackspace's costs associated with the termination.

1.3. Government Rights. The license rights to use, modify, reproduce, release, perform, display, or disclose US Government technical data and software license rights related to Services include only those rights customarily provided to the public as set out in the Agreement. This customary commercial license is provided in accordance with the FAR at 48 C.F.R. 12.211 (Technical Data) and FAR 12.212 (Software) for Government End Users. This Section 1.3, consistent with 48 C.F.R. 12.211, 48 C.F.R. 27.212 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses US Government rights in computer software, computer software documentation or technical data related to the Rackspace software or third party software products licensed under the Agreement.

2. GOVERNMENT FLOWDOWNS. The following FAR clauses shall apply to the Services only if included in Customer's prime contract with the Government End User for the end use of those Services. No other FAR, DFARS, or other clauses shall apply unless agreed to by the parties in writing.

2.1. 52.203-13. Contractor Code of Business Ethics and Conduct (APR 2010), applies if the value of the Services exceeds US$5,000,000 and has a performance of more than 120 days.

2.2. 52.203-15. Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009, applies if the Service Order is funded under the Recovery Act.

2.3. 52.222-2. Prohibition of segregated facilities (Apr 2015).

2.4. 52.222-26. Equal Employment Opportunity (MAR 2007).

2.5. 52.222-35. Equal Employment Opportunity for Veterans (SEP 2010).

2.6. 52.222-36. Affirmative Action for Workers with Disabilities (OCT 2010).

2.7. 52.222-40. Notification of Employee Rights Under the National Labor Relations Act (DEC 2010).

3. NON-SOLICITATION. Customer shall not knowingly and directly solicit or attempt to solicit for employment or as a consultant any persons employed by Rackspace during the term or within one calendar year of termination or expiration of the Agreement. The foregoing restriction does not apply, however, to any employee or former employee of Rackspace who responds to a general advertisement, online job posting, or other form of broad

solicitation that does not directly or indirectly target employees of Rackspace or who has been separated from employment with Rackspace for at least six consecutive calendar months before the date when the person is first recruited, solicited for hire, or offered employment.

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City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

Annual Project Support and hosting of the City's Intranet Quorum (IQ) implementation leveraged by

the Office of the Mayor and City Council Offices.

B. BIDDER/PROPOSER INFORMATION:

Leidos Digital Solutions, Inc.		Leidos Digital Solutions, Inc.	
Legal Name		DBA	
7990 Quantum Drive, 3rd Floor	Vienna	VA	22182
Street Address	City	State	Zip
Lian Alfonso, Senior Contracts Representative	(407) 422-4911	(703) 206-9889	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

John Magruder	Sales Representative
Name	Title/Position
Bethesda, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Howard Langston	Division Manager
Name	Title/Position
Vienna, VA	
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Casey Goodall	Project Manager
Name	Title/Position
Fairfax, VA	
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position

City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
    ☑**Yes** ☐**No**

    If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
    ☐**Yes** ☑**No**

    If **Yes,** attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
    ☐**Yes** ☐**No**

    If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ **Corporation** Date incorporated: 08/12/2005 State of incorporation: Delaware

List corporation's current officers:
President: Roger Krone
Vice Pres: Vicki Schmanske
Secretary: MeeRan Anderson
Treasurer: Chris Cage

Type of corporation: C ☑   Subchapter S ☐

Is the corporation authorized to do business in California: ☑ **Yes** ☐**No**

If **Yes,** after what date: 08/22/2014

Is your firm a publicly traded corporation?   ☑ **Yes**   ☐ **No**

If **Yes,** how and where is the stock traded? New York Stock Exchange _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐**Yes**   ☑**No**

If **Yes,** please use Attachment A to disclose.

Please list the following: Authorized   Issued   Outstanding

a.   Number of voting shares: _____   _____   _____
b.   Number of nonvoting shares: _____   _____   _____
c.   Number of shareholders: _____
d.   Value per share of common stock: Par $_____

                                                               Book $_____

                                                               Market $_____

Limited Liability Company Date formed: _____   State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐**Partnership** Date formed: _____   State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐**Sole Proprietorship**   Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐**Joint Venture**   Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____

_____

_____

_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
   ☐ **Yes** ☑**No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   ☐ **Yes** ☐**No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
   ☐ **Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   ☐ **Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
   ☐**Yes** ☑**No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: _____

   Point of Contact:_____

   Address:_____

   Phone Number:_____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.:_____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
    ☐ **Yes**   ☑ **No**

    If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
    ☐ **Yes**   ☑ **No**

    If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
    ☐ **Yes**   ☑ **No**

    If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
    ☐ **Yes**   ☑ **No**

    If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
    ☐ **Yes**   ☑ **No**

    If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

    ☐ **Yes**   ☑ **No**

    If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: ___Georgia Governor's Office_____

Contact Name and Phone Number: Derrick Kloski, (404) 651-6898

Contact Email: dkloski@ga.gov

Address: 203 State Capitol SW, Atlanta GA, 30334

Contract Date: July 10, 2016

Contract Amount: $ 37,700.35

Requirements of Contract: Host Governor's office affairs on our CRM platform. Streamline constituent requests and to-and-from correspondence between governor's office and citizens.

Company Name: City of Albuquerque Mayor's Office

Contact Name and Phone Number: Alan Packman, (505) 768-3000

Contact Email: apackman@cabq.gov

Address: 1 Civic Plaza NW#11, Albuquerque NM, 87102

Contract Date: December 3, 2018

Contract Amount: $ 50,527.92

Requirements of Contract: Host Mayor's office affairs on our CRM platform. Streamline constituent requests and to-and-from correspondence between mayor's office and citizens.

Company Name: Indiana Department of Child Services

Contact Name and Phone Number: Eric Miller, (317) 232-4439

Contact Email: Eric.Miller@dcs.IN.gov

Address: 402 W Washington St, Indianapolis IN, 46204

Contract Date: September 9, 2016

Contract Amount: $ 13,571.53

Requirements of Contract: Host Department of Child Services' office affairs on our CRM platform. Streamline constituent requests and to-and-from correspondence between agency and citizens.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes   ☑ No

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes   ☑ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
   ☐**Yes**   ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   ☐**Yes**   ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
   ☐**Yes**   ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐**Yes**   ☑**No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
   ☐**Yes**   ☑**No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
   ☐**Yes**   ☑**No**

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise   Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐**Yes**   ☑**No**   If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. **TYPE OF SUBMISSION:** This document is submitted as:

☐ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Lian Alfonso, Senior Contracts Representative	Lian Alfonso Digitally signed by Lian Alfonso Date: 2021.09.15 11:17:47 -04'00'	09/15/21
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Prior legal business name: Lockheed Martin Desktop Solutions, 2700 Prosperity Ave, Fairfax VA, 22031

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Lian Alfonso, Senior Contracts Representative	Lian Alfonso Digitally signed by Lian Alfonso Date: 2021.09.15 11:16:11 -04'00'	09/15/21
Print Name, Title	Signature	Date