



Terms and Conditions of Sale

Products, Professional Services, and Service Desk

June 23, 2020 Version

For prior versions please go to www.us.logicalis.com/tcsales

Order and Acceptance

1. **Applicability.** The quotation issued by Logicalis to the County of San Bernardino and attached in Exhibit A (the "**Quotation**") is governed by these Terms and Conditions of Sale ("**Terms of Sale**"). As used in these Terms of Sale, the term "**Products**" refers to software, hardware, or Services Sold by Part Number. As used in these Terms of Sale, the term "**Services**" refers to professional services, Service Desk services, or staffing services. As used in these Terms of Sale, the term "**Services Sold by Part Number**" refers to services, which, although ordered from Logicalis, are procured from and supplied by a third party (i.e., Logicalis does not directly perform or control the work) and are therefore considered Products. The Quotation shall be deemed accepted by Customer upon Logicalis' receipt of these Terms of Sale signed by Customer. Acceptance of the Quotation and these Terms of Sale is expressly limited to the terms contained in the Quotation and these Terms of Sale. Logicalis expressly rejects any terms and conditions contained in Customer's forms that are additional to or different from those set forth in the Quotation or in these Terms of Sale. For the avoidance of doubt, these Terms of Sale prevail over any of Customer's terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. The provision of Services and/or shipment of Products to Customer do not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these terms.

Additional Terms for Product Sales

2. Product Returns and Warranty Assistance.

(a) Customer acknowledges that Logicalis is reselling all Products purchased by Customer and that Products are manufactured and/or delivered by a third party.

(b) To the extent available, Logicalis shall pass through to Customer the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will Logicalis provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fees.

(c) Customer acknowledges that the terms and conditions governing the use of Products shall be solely between Customer and the manufacturer of such Products.

3. **Product Use and Product Warranty Disclaimer.** Customer will not use the Products for use in life support, life sustaining, nuclear, or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Customer agrees that Logicalis is not liable for any claim or damage arising from such use.

LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. LOGICALIS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. **Shipment and Risk of Loss for Product Sales.** All shipments of Products to Customer will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Customer's identified point of delivery will be the responsibility of Customer. Risk of loss will pass to Customer upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or Customer's representative at the point of shipment.

5. **Product Security Interest.** Customer grants Logicalis a security interest in the Products detailed in the Quotation as security for payment in full. Customer authorizes Logicalis to file and/or record any documents it deems necessary to perfect this security interest.

Additional Terms for Service Sales

6. **Limited Warranty for Services.** Except for staffing Services, Logicalis represents and warrants that Services will be performed in a good and workmanlike manner according to the generally accepted standards of the industry to which the Services pertain. All Services will be deemed to be in accordance with this warranty if not rejected by Customer in a reasonably detailed writing within five (5) days of performance of the Services. In the event Services are not in conformance with this warranty, Logicalis will take the steps necessary to correct the deficiency at no charge. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

7. **Limited Warranty for Staffing.** For staffing Services only, Logicalis represents and warrants that any consultant provided to Customer will have the qualifications and hold the certifications represented to Customer by Logicalis. Logicalis makes no other representations or warranties with respect to the staffing Services to be provided.

8. **Service Warranty Disclaimer. EXCEPT AS PROVIDED FOR UNDER SECTIONS 6 AND 7, LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES. LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL SERVICE WARRANTIES ARE VOID IF THE SERVICE IS MODIFIED BY ANY PARTY OTHER THAN LOGICALIS OR ITS AUTHORIZED AGENT.**

9. **Logicalis Property.** Logicalis property, including without limitation, equipment, software, and tools which may be furnished or utilized by Logicalis in the performance of Services shall remain the property of Logicalis and shall be immediately returned to Logicalis upon its request or upon completion of the Services.

10. **Service Work Assignments.** Logicalis retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services. Logicalis shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

11. **Customer Coordination for Service Sales.** Customer will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis. Where applicable, Logicalis will assign a primary contact person for the Services.

Terms Applicable to All Sales

12. **Price and Payment.** The prices set forth in the Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Customer's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of invoice. In the event Customer chooses to finance their purchase using a third party, Customer remains liable for payment to Logicalis until Logicalis receives complete payment from such third party. Where the Quotation includes the purchase of both Products and Services, the transactions shall be deemed to be separate for the supply of Products and the supply of Services. No default or delay in the delivery of Products shall relieve Customer's payment obligation for Services delivered by Logicalis and no default or delay in the delivery of Services shall relieve Customer's payment obligation for Products delivered by Logicalis. Logicalis may invoice Customer separately for Products and Services. Unless otherwise agreed, Products shall be invoiced upon shipment, and Services shall be invoiced as set out in the Quotation. All payments will be made in US currency. Out-of-pocket expenses will be charged as incurred. Estimates are not binding.

13. **Confidential Information.** All information that is not generally known to the public that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential, shall be considered "**Confidential Information**" which shall be held in strict confidence by the Receiving Party for three (3) years from the date of disclosure and shall be used only for purposes of the delivery of Products or Services. Except as required by law, no Confidential Information shall be disclosed to a third party without the prior written consent of the Disclosing Party. If the Receiving Party is legally required to disclose any of the Disclosing

Party's Confidential Information, the Receiving Party shall notify the Disclosing Party immediately in writing, and provide the Disclosing Party with a copy of such order or request. If a protective order is not granted, the Receiving Party will disclose only such Confidential Information as is legally required. This Section shall not apply to information which is (i) in the public domain, (ii) already known to the Receiving Party, (iii) developed independently, or (iv) received from a third party without similar restriction and without breach of this or a similar agreement. The parties acknowledge that Customer is subject to the California Public Records Act, and must comply with its requirements. Customer will be publicly disclosing the Product, Services and pricing data to the extent necessary to comply with the law.

14. **Export.** Both parties agree to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Customer covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product or Service deliverable, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Customer certifies, represents, and warrants that no Product or Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products or provision of Services by Logicalis, Customer acknowledges that it is not relying on Logicalis for any advice or counseling on export control requirements.
15. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS' LIABILITY ARISING OUT OF THESE TERMS OF SALE EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. FOR SERVICE DESK SERVICES, THE TOTAL LIABILITY OF LOGICALIS SHALL NOT EXCEED TWO TIMES THE TWELVE (12) MONTHS BASE CHARGE FOR THE SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, OR IN ANY WAY CONNECTED TO THESE TERMS OF SALE, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.**
16. **Encryption.** Customer shall encrypt at the application level all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Customer's contractual obligations to others, which is provided to Logicalis or to which Logicalis is otherwise granted access. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated thereunder), and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated thereunder). In the event that Customer fails to comply with this Section 16 and a security breach results in the dissemination of unencrypted sensitive data, Logicalis disclaims all liability for said breach.
17. **Cancellation and Termination.** The purchase of Products may be canceled by Customer only upon written approval of Logicalis and upon terms that indemnify Logicalis against all losses related to such cancellation. Services may be terminated by either party upon written notice in the event of a material breach of these Terms of Sale by the other party which is not cured within thirty (30) days of receipt of such notice. In addition, if Customer defaults in performance of any obligation under these Terms of Sale, including the payment of any amount due, Logicalis may, at its option, suspend performance, require prepayment, and/or utilize any other remedy at law or equity.
18. **Intentionally omitted.**
19. **Publication.** No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
20. **Intentionally omitted.**
21. **Indemnification.** Without in anyway affecting any indemnity obligations provided herein and in addition thereto, Logicalis shall secure and maintain throughout the term of these Terms of Sale the types of insurance with limits as shown in Exhibit B, as attached hereto and incorporate herein. Logicalis agrees to defend, at its expense, and to indemnify the other party and its affiliates against any award of damages and costs based on a third-party claim that any Services, Products, or any materials or documentation provided by Logicalis to Customer during this engagement infringes a U.S. patent, copyright, or other intellectual property right of such third party (each, an "IP Claim"). The foregoing obligations do not apply to third party services, products, and any materials or documentation, which Logicalis may supply, to the extent that any indemnification obligations from such third party to Logicalis is passed through to Customer. At any time after notice of an IP Claim, or if Logicalis believes there is a basis for an IP Claim, Logicalis has the right, at Logicalis' sole option and expense, to either (a) procure the right for Customer to continue receiving the Services or using the Products as provided in these Terms of Sale, or (b) replace or modify the applicable Service or Product with a service or product that has substantially similar functionality and that Logicalis believes would not be subject to the IP Claim. If Logicalis deems (a) or (b) not feasible or not commercially reasonable, Logicalis has the right to terminate the applicable order. In the event of any such termination, Logicalis will refund to Customer the unused portion of any amounts paid by Customer for the affected Service or Product. In addition, upon any such termination, Customer shall cease the use of the applicable Service or Product. Notwithstanding anything to the contrary, Logicalis shall have no obligations or liability if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service or Product with any product, software, solution, or service not entirely developed and provided by Logicalis, (b) use of the applicable Service or Product outside the scope of the licenses or rights set forth in these Terms of Sale or in violation of any law or any restriction or limitation set forth in these Terms of Sale, (c) Customer's failure to comply with Logicalis' direction to cease any activity that in Logicalis' reasonable judgment may result in an IP Claim, (d) any allegation by a third party that does not specifically reference a Logicalis Service, or that does not reference a feature or function of a Logicalis Service or Product, or (e) any IP Claim for which Customer does not promptly tender control of the defense thereof to Logicalis.

Subject to the terms and conditions in these Terms of Sale, Logicalis shall, at its cost, indemnify, defend, and hold harmless Customer and its officers, employees, agents, and volunteers from and against any claim, suit, action, or proceeding (threatened or otherwise) (each a "Claim") made or brought by a third party against Customer to the extent based upon real property damage or personal injury, including death, solely and directly caused by Logicalis in the course of performance under these Terms of Sale, except where such indemnification is prohibited by law. The Indemnifying Party shall pay any final award of damages (or settlement amount approved by the Indemnifying Party in writing and) paid to the third party that brought any such Claim. Logicalis' indemnification obligation does not apply to Customer's sole negligence or willful misconduct.

22. **Governing Law and Jurisdiction.** The validity, construction, and interpretation of these Terms of Sale, and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. Any legal action or proceeding arising under these Terms of Sale will be brought in the state courts located in San Bernardino California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The U.N. Convention on the International Sale of Goods (UNCISG) shall not apply to these Terms of Sale.
23. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of these Terms of Sale will not be deemed a waiver of any breach or default. The remedies provided to Logicalis hereunder are not a waiver of the remedies of Logicalis under applicable law.
24. **Severability.** If any provision of these Terms of Sale is unenforceable as a matter of law, all other provisions will remain in effect.
25. **Excusable Delay.** Logicalis will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, or other circumstances beyond Logicalis' control.
26. **Time for Bringing Claims.** Any claim by one party against the other arising from or in connection with Logicalis' sale of Products and/or Services under these Terms of Sale cannot be filed, made, or maintained unless filed within six (6) months after shipment or provision of the Products and/or Services in question.
27. **Understanding of the Parties.** These Terms of Sale supersede all prior or current written or oral statements, representations, negotiations, agreements, and understandings between the parties.
28. **Amendment.** These Terms of Sale may be amended or modified only with the written consent of the parties.
29. **Third Party Beneficiaries.** These Terms of Sale do not confer any enforceable rights or remedies upon any person or party other than the parties.
30. **Compliance with Laws.** The parties will comply with all applicable federal, state, and local laws, statutes, rules, and regulations.
31. **Independent Contractors.** The parties are independent contractors and these Terms of Sale shall not create or imply an agency relationship between the parties.
32. **Survival.** Those provisions that by their nature should survive termination will survive.
33. **Assignment.** Without the prior written consent of Customer, these Terms of Sale are not assignable by Logicalis either in whole or in part, which shall not be unreasonably withheld.
34. **Term.** These Terms of Sale are effective as of June 22, 2021 and expire June 21, 2026, but may be terminated earlier as provided elsewhere in these Terms of Sale.

These Terms of Sale, including all exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. These Terms of Sale are executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read these Terms of Service and signs the same of its own free will. These Terms of Sale may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of these Terms of Sale (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Terms of Sale upon request.

IN WITNESS WHEREOF, the County of San Bernardino and Logicalis have each caused these Terms of Sale to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

LOGICALIS, INC.

(Print or type name of corporation, company, contractor, etc.)

By

Curt Hagman, Chairman, Board of Supervisors

By

DocuSigned by:

82C0A410944E

Authorized signature - sign in blue ink)

Name

Michael Riley

(Print or type name of person signing contract)

Title

Michael Riley

(Print or Type)

Dated:

6/3/2021 | 2:49 PM EDT

Address

1801 Superior Ave., Ste 350

Cleveland, OH 44114

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell

Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Bonnie Applegate

►

►

<u>BONNIE UPHOLD</u> County Counsel		
Date <u>6-3-2021</u>	Date	Date

EXHIBIT A
QUOTATION # 2021-108576v3
BEGINS ON FOLLOWING PAGE



**San Bernardino County ServiceNow ITSM Licenses and
Implementation Services
Quotation # 2021-108576v3**

Prepared By Logicalis for:
San Bernardino County - Department of
Innovation and Technology

*To the attention of :
Jessica Barajas
San Bernardino County - Department of Innovation and
Technology
670 E Gilbert St
San Bernardino, CA 92415-5500
Tel: (909) 388-5546
Email: jessica.barajas@pur.sbcounty.gov*

May 27, 2021

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Software	\$1,411,436.75
Vendor Resold Services	\$19,637.56
Professional Services	\$474,828.75
Grand Total	\$1,905,903.06



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnzp>



San Bernardino County ServiceNow ITSM Licenses and Implementation Services

Quotation # 2021-108576v3

Customer Name & Address	Logicalis Account Executive
Jessica Barajas San Bernardino County - Department of Innovation and Technology 670 E Gilbert St San Bernardino, CA 92415-5500 (909) 388-5546 jessica.barajas@pur.sbcounty.gov	Lisa Waelde 391 N. Main Street, Suite 103 Corona, CA 92880 +1 9513932315 lisa.waelde@us.logicalis.com
Bill To Address	Ship to Address
San Bernardino County - Department of Innovation and Technology 670 E Gilbert St San Bernardino, CA 92415-5500	

Quotation expiration date: July 30, 2021

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
1	365	PROD11353	ServiceNow IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date 06/30/2021 End Date 06/29/2022	\$773.39	\$282,287.35
2	1	PROD11415	ServiceNow IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date 06/30/2021 End Date 06/29/2022	\$0.00	\$0.00
3	212	PROD10761	ServiceNow Learning Credit ServiceNow - PROD10761	\$92.63	\$19,637.56
4	365	PROD11353	ServiceNow IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date 06/30/2022 End Date 06/29/2023	\$773.39	\$282,287.35
5	1	PROD11415	ServiceNow IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date 06/30/2022 End Date 06/29/2023	\$0.00	\$0.00
6	365	PROD11353	ServiceNow IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date 06/30/2023 End Date 06/29/2024	\$773.39	\$282,287.35

Item	Qty	Part Number	Description	Unit Price	Extended Price
7	1	PROD11415	ServiceNow IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date 06/30/2023 End Date 06/29/2024	\$0.00	\$0.00
8	365	PROD11353	ServiceNow IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date 06/30/2024 End Date 06/29/2025	\$773.39	\$282,287.35
9	1	PROD11415	ServiceNow IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date 06/30/2024 End Date 06/29/2025	\$0.00	\$0.00
10	365	PROD11353	ServiceNow IT Service Management - Fulfiller User v2 ServiceNow - PROD11353 Start Date 06/30/2025 End Date 06/29/2026	\$773.39	\$282,287.35
11	1	PROD11415	ServiceNow IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date 06/30/2025 End Date 06/29/2026	\$0.00	\$0.00
<i>Products Subtotal</i>					\$1,431,074.31
Services - Fixed Fee					
12	1	PS	Project Initiation	\$237,414.38	\$237,414.38
13	1	PS	Project Completion	\$237,414.38	\$237,414.38
<i>Services Fixed Fee Subtotal</i>					\$474,828.76

Grand Total	
Products and Services Subtotal:	\$1,905,903.06
Grand Total:	\$1,905,903.06

Solution Summary

Logicalis welcomes the opportunity to assist the San Bernardino County Department of Information Technology by enabling IT Service Management capabilities on the ServiceNow platform.

As San Bernardino County begins its ServiceNow journey, the DoIT is focused on specific business outcomes as follows:

- Replace the Legacy Footprints Application
- Implement a single platform for all ITIL needs, and
- Implement IT Service Management in order to:
 - Improve IT customer satisfaction
 - Improve resolution and fulfillment time; improve fulfiller productivity
 - Optimize resources / allocate work
 - Measure and improve service delivery performance
 - Improve cycle time and consistency of high-volume requests
 - Improve productivity of IT staff

The specific work activities included are detailed in the Services Statement of Work section below.

Services Statement of Work

Service Management Services - Initiation and Planning Tasks and Activities

- 1 Requirements Definition & Solution Design
 - 1.1 Requirement Gathering
 - 1.1.1 Capture the detailed requirements to support of the defined process in the Logicalis Solution Design document as outlined in the tasks below. This provides the clarity needed to provide that the functionality delivered aligns with the Customer needs.
 - 1.1.2 It is recommended for Customer to send their ServiceNow administrators to the 3-day ServiceNow Administration class before the on-site discovery
 - 1.1.3 Review functionality to be implemented in alignment with defined, in scope processes. Logicalis to leverage design document templates for each module or functionality to be implemented.
 - 1.1.4 Design documents to be created and drafted based on input during joint workshops. Finalized and submit to Customer for review and approval.
 - 1.2 Solution Design & Customer Signoff
 - 1.2.1 Collaborate and secure Customer sign off on the Logicalis Solution Design document as outlined in the tasks below. This provides the requirements definition needed to accurately plan, build and deliver the solution needed.
 - 1.2.2 After the requirement meeting, the Design Documents will be updated and returned to the Customer for approval.
 - 1.2.3 The customer shall have a review window of up to (10) business days for the first module to validate requirements and sign-off.
 - 1.2.4 Subsequent modules shall be validated and signed-off within a (5) business days window, per module until module documentation requirements are completed and approved by the Customer.
 - 1.2.5 The project manager will define a timeline plan with milestone dates.
 - 1.2.6 During the period, Logicalis will meet with Customer up to twice a week to review the requirements for up to 30 minutes a session

- 1.2.7 If Customer will not meet the due date for requirements delivery and approval, Customer must notify the Logicalis project manager in writing 36 hours before the due date.
- 1.2.8 If the requirements are not signed off by the due date, the project may be placed on hold and the consultants to be released from this project. Re-engagement of the consultants will be based on their availability
- 1.2.9 Translate solution design requirements into User Stories, draft acceptance criteria, plan sprints, and draft project schedule as outlined in the tasks below. This provides the clarity on the timeline to go-live and the customer participation required.
- 1.2.10 Collaborate and secure Customer sign off on the User Acceptance Criteria for the defined stories and the planned schedule to go-live as outlined in the tasks below.
- 1.2.11 This provides the shared understanding and alignment on quality for the solution and the planned go-live schedule (key milestones to include Development Complete, Customer UAT Start / End, Planned Go-Live, Hypercare Start / End, and Project End date).

Service Management Services - ServiceNow Platform

Tasks and Activities

- 1 Core Properties / Branding / Data
 - 1.1 Properties and Branding
 - 1.1.1 Deliver the base system configuration of ServiceNow as outlined in the tasks below. This provides for the base, "look and feel" user experience within ServiceNow.
 - 1.1.2 Configure platform branding with company logo, personalized the banner text, desired corporate color scheme and default date\time format
 - 1.1.3 Configure the login page with the company branding
 - 1.1.4 Unless specifically identified in a separate section of this Statement of Work section, Portal and Workspace configurations are out of scope.
 - 1.2 Foundational Data
 - 1.2.1 Deliver the common reference data set (company, location, department, business unit) as outlined in the tasks below. This provides for the ability to report activity based on company, location, business unit and department data elements.
 - 1.2.2 Import company information - Each import may be imported up to 3 times during the life of the project via xls; Customer responsible for data quality
 - 1.2.3 Import location information - Each import may be imported up to 3 times during the life of the project via xls; Customer responsible for data quality
 - 1.2.4 Import department information - Each import may be imported up to 3 times during the life of the project via xls; Customer responsible for data quality
 - 1.2.5 Import business unit information - Each import may be imported up to 3 times during the life of the project via xls; Customer responsible for data quality
 - 1.2.6 Configure an Administration group for the local administrators to the instance
- 2 User Access
 - 2.1 LDAP
 - 2.1.1 Deliver the integration between LDAP and ServiceNow as outlined in the tasks below. This provides for users to be added and removed from ServiceNow in alignment with the system of record.
 - 2.1.2 Populate users information - Connect to 1 primary & backup LDAP server via LDAPS
 - 2.1.3 Import up to 1 certificate - Customer responsible to provide a certificate suitable for ServiceNow to consume
 - 2.1.4 Define up to 5 OUs containing users to be retrieved
 - 2.1.5 Addressing any data quality in AD is out of scope and the responsibility of the Customer

- 2.1.6 Any AD health check and/or troubleshooting is out of scope and the responsibility of the Customer.
- 2.1.7 Unless specifically identified in a separate section within this Statement of Work, integrations other than LDAP to ServiceNow are not in scope.
- 2.2 Single Sign-On
 - 2.2.1 Deliver the integration between customer authentication product and ServiceNow as outlined in the tasks below. This provides for user authentication via single sign on capabilities.
 - 2.2.2 Determine authentication methodology - SAML 2.0 compliant product such as ADFS, Azure, Okta
 - 2.2.3 Review SSO integration requirements
 - 2.2.4 Logicalis to activate the plugin in the instance named "Integration - Multiple Provider Single Sign-On Installer"
 - 2.2.5 Provide documentation on configuring SSO to the customers SSO administrator
 - 2.2.6 Grant administration access to the Customer's SSO administrator to ServiceNow
 - 2.2.7 Customer's SSO administrator will complete the configuration which includes Service Provider system properties, Identity Provider system properties, installing the IP certificate and testing the integration
- 3 Metrics and Reporting
 - 3.1 Standard Dashboards and Reporting for ITSM
 - 3.1.1 Deliver ITSM specific, standard dashboards and reporting capabilities as outlined in the tasks below. This provides for data based continuous improvement and increased visibility into operational performance.
 - 3.1.2 Configure up to 1 dashboard and up to 4 reports
 - 3.1.3 Conduct up to 4 hours of training sessions on the use of out of the ServiceNow reporting / dashboards
 - 3.2 Standard Dashboards and Reporting for ITAM
 - 3.2.1 Deliver ITAM specific, standard dashboards and reporting capabilities as outlined in the tasks below. This provides for data based continuous improvement and increased visibility into operational performance.
 - 3.2.2 Configure up to 1 dashboard and up to 4 reports
 - 3.2.3 Conduct up to 4 hours of training sessions on the use of out of the ServiceNow reporting / dashboards

Service Management Services - IT Workflows - Service & Ops Tasks and Activities

- 1 Configuration Management / CMDB
 - 1.1 CMDB Foundation
 - 1.1.1 Deliver the Configuration Management Database (CMDB) capabilities as outlined in the tasks below. This provides for the foundational framework needed to enable success across other ITSM and ITOM functions (Incident, Request, Change, Asset, etc..)
- 2 Knowledge Management
 - 2.1 Knowledgebase - ITSM
 - 2.1.1 Deliver out of the box Knowledge base capabilities within ITSM as outlined in the tasks below. This provides for improved mean time to restore, increased productivity, higher employee satisfaction and improved CSAT.
 - 2.1.2 Configure up to 1 Knowledge Base
 - 2.1.3 Select the OOB knowledge publish workflow between Instant Publish or Approval workflow; no changes to workflow is part of scope
 - 2.1.4 Select the OOB knowledge retire workflow between Instant Retire or Approval workflow; no changes to workflow is part of scope
 - 2.1.5 Assign appropriate security roles to Knowledge Base

- 2.1.6 Configure up to 3 user criteria and assign to the knowledge base; create up to 3 groups to support the criteria with up to 10 members each
- 2.1.7 Configure up to 1 Article Template - up to 3 new fields to be added
- 2.1.8 Configure knowledge form - up to 5 new fields; related lists/forms will not be modified
- 2.1.9 Configure out of the box notifications - up to 4 additional notifications can be created using existing mail template; use Logicalis Mail Templates as applicable
- 2.1.10 Unless identified in a subsequent section, Knowledge Centered Services, AQL, Advanced Knowledge Management Plugin and importing on Knowledge articles are considered out of scope.
- 2.2 Knowledge Portal - ITSM
 - 2.2.1 Deliver out of the box Knowledge Portal capabilities within ITSM as outlined in the tasks below. This provides for improved mean time to restore, increased productivity, higher employee satisfaction and improved CSAT.
 - 2.2.2 The Knowledge portal will use the OOB KB portal with minor branding configurations. Additional modifications will require a Project Change Request
 - 2.2.3 Activate the appropriate plugins for Knowledge Portal
 - 2.2.4 Configure portal branding as allowed by the ServiceNow Portal Branding Editor
 - 2.2.5 Portals will use defined layouts and widgets as provided by ServiceNow (no custom objects, no customizations of existing objects)
 - 2.2.6 Setup the header main menu based on the default portal menu. No additional menu items will be added to the list
 - 2.2.7 Configure portal pages to display the proper widgets for the instance and link to main portal
 - 2.2.8 Add link from the knowledge portal to the main portal
 - 2.2.9 No new pages will be created. Existing pages may be updated to remove widgets not in use
- 2.3 Knowledge Article Loading
 - 2.3.1 Provide instruction on how to load Knowledge articles into the Knowledge base using native import processing and word document import functionality
- 3 IT Service Management
 - 3.1 Incident Management
 - 3.1.1 Deliver out of the box Incident Management capabilities as outlined in the tasks below. This provides for improved mean time to restore, increased productivity, higher employee satisfaction and improved CSAT.
 - 3.1.2 Configure incident form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.1.3 Configure up to 2 record producers with up to 6 variables each for Service Catalog
 - 3.1.4 Configure up to 15 assignment groups. Per group, configure up to 10 members
 - 3.1.5 Configure incident category and subcategory - Each import may be imported up to 3 times during the life of the project
 - 3.1.6 Configure Incident related assignment groups and assignment rules - up to 3 import times of assignment rules during the life of the project
 - 3.1.7 Configure out of the box notifications - up to 4 additional notifications using existing mail template; use Logicalis Mail Templates as applicable
 - 3.1.8 Configure up to 1 inbound email action to create incident on receipt
 - 3.1.9 Configure up to 8 SLA definitions - configure up to 1 SLA Workflow with up to 4 conditions and up to 8 actions
 - 3.1.10 Enable the following plugin for additional dashboards - "Performance Analytics - Content Pack - ITSM Dashboards"
 - 3.1.11 If CMDB is not part of scope, provide Up to a 3 time import of Services into the CMDB - no relationships will be mapped

- 3.2 Service Catalog/Request - ITSM
 - 3.2.1 Deliver out of the box Service Catalog and Request Management capabilities as outlined in the tasks below. This provides for improved fulfillment time, higher productivity, better visibility to demand and improved CSAT.
 - 3.2.2 Configure up to 1 service catalog with up to 5 categories
 - 3.2.3 Configure Request form - up to 5 new fields; related lists/forms will not be modified
 - 3.2.4 Configure Request Item form - up to 5 new fields; related lists/forms will not be modified
 - 3.2.5 Configure Catalog Task form - up to 5 new fields; related lists/forms will not be modified
 - 3.2.6 Configure up to 5 catalog items based on information gathered in the discovery workshop
 - 3.2.7 Per catalog item, configure up to 10 variables and up to 1 workflow per catalog item with up to 6 activities
 - 3.2.8 Employee onboarding and offboarding is not included, unless specified in the sow
- 3.3 Additional Request Items for ITSM
 - 3.3.1 Deliver up to (5) additional Catalog Item / Requests as outlined in the tasks below. This provides for increased customer satisfaction and higher productivity via consistent intake and define delivery workflow(s)
 - 3.3.2 Configure catalog items based on information gathered in the discovery workshop
 - 3.3.3 Per catalog item, configure up to 10 variables and up to 1 workflow per catalog item with up to 6 activities
- 3.4 Onboard / Offboard Requests
 - 3.4.1 Deliver Onboarding Request capabilities (specific to IT footprint) as outlined in the tasks below. This provides for improved fulfillment time, higher productivity, better visibility to demand and improved CSAT.
 - 3.4.2 Configure up to 1 employee onboarding order guide utilizing any of the implemented or existing catalog items - the order guide may contain up to 15 variables - no integration in scope
 - 3.4.3 Deliver Offboarding Request capabilities (specific to IT footprint) as outlined in the tasks below. This provides for improved fulfillment time, higher productivity, better visibility to demand and improved CSAT.
 - 3.4.4 Configure up to 1 employee offboarding catalog item which will have up to 15 variables and a workflow with up to 15 tasks - no integration in scope
- 3.5 Standard Service Portal - ITSM
 - 3.5.1 Deliver an additional, out of the box Service Portal as outlined in the tasks below. This provides for improved user experience and increased self service adoption rate.
- 3.6 Agent Workspace Base - ITSM
 - 3.6.1 Deliver base capabilities of Agent Workspace, an intuitive user interface, as outlined in the tasks below. This provides for improved adoption rate, increased productivity and higher employee satisfaction.
 - 3.6.2 Configure branding and theme by applying the company logo, and two color theming
 - 3.6.3 Changes to the tabs, lists, forms, search, chat, landing pages are out of scope unless define in other areas in the sow
 - 3.6.4 Up to 4 hours to train the customer on Agent Workspace
- 3.7 Major Incident Management
 - 3.7.1 Deliver out of the box Major Incident Management capabilities as outlined in the tasks below. This provides for improved mean time to restore, increased productivity, higher employee satisfaction and improved CSAT.
 - 3.7.2 Enable and configure the appropriate plugins
 - 3.7.3 Configure up to 5 assignment groups to be used as Major Incident Manager group. Per group, configure up to 10 members

- 3.7.4 Configure assignment rules - up to 1 import of assignment rules
- 3.7.5 Define conditions which a trigger action is executed - up to 2 trigger rules will be created
- 3.7.6 Configure up to 2 communication plans that include defining the plan, adding up to 5 contacts and up to 3 tasks per plan
- 3.7.7 Configure the Major Incident Manager group to accept/reject/demote/close a ticket, assign members and the proper role
- 3.7.8 Configure up to 2 additional notifications to be used by Major Incident
- 3.7.9 Review the Major Incident Workbench and spend up to 4 hours in training sessions - no configurations will be made to the workbench
- 3.8 Problem Management
 - 3.8.1 Deliver out of the box Problem Management capabilities as outlined in the tasks below. This provides for improved mean time to restore, increased productivity, reduced outages and improved CSAT.
 - 3.8.2 Configure Problem form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.8.3 Configure Problem task form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.8.4 Configure up to 5 assignment groups. Per group, configure up to 10 members
 - 3.8.5 Assign groups to the proper problem roles; per role define up to 1 new group with up to 10 members each
 - 3.8.6 Configure out of the box notifications - up to 4 additional notifications using existing mail template; use Logicalis Mail Templates as applicable
- 3.9 Change Management
 - 3.9.1 Deliver out of the box Change Management capabilities as outlined in the tasks below. This provides for reduced outages, better visibility to planned Changes, reduced risk and improved CSAT.
 - 3.9.2 Configure Change form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.9.3 Configure Change task form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.9.4 Configure up to 5 assignment groups. Per group, configure up to 10 members
 - 3.9.5 Configure security to have access to proper change features
 - 3.9.6 Configure up to 1 record producers with up to 6 variables each for Service Catalog
 - 3.9.7 Configure Change Category - up to 3 import of categories during the life of the project
 - 3.9.8 Configure up to 2 Risk Conditions to allow calculation of risk based on data in change record
 - 3.9.9 Configure the change schedule - up to 2 blackout schedules; up to 2 maintenance schedules
 - 3.9.10 Configure up to 3 Standard Change Templates
 - 3.9.11 Configure 1 risk assessment with up to 5 questions
 - 3.9.12 Configure Change Advisor Board - up to 2 CAB Definitions
 - 3.9.13 Define up to 3 change types (standard, normal, emergency); modify existing change workflows with up to 5 changes
 - 3.9.14 Configure up to 3 Change Schedules
 - 3.9.15 Modify existing change task workflows with up to 3 activity changes
 - 3.9.16 Configure a guided tour for the change form - up to 6 callouts on the change form
 - 3.9.17 Configure out of the box notifications - up to 4 additional notifications using existing mail template; use Logicalis Mail Templates as applicable
 - 3.9.18 Review the CAB workbench and spend up to 2 hours in training sessions
 - 3.9.19 CAB workbench configuration - configure up to 2 CAB definitions

- 3.9.20 Configure approval/rejection workflows based on change type and risk assessment (Define approval types, manager approval, CAB approval, etc.)
- 3.10 HW Asset Tracking within ITSM
 - 3.10.1 Deliver the basic IT Asset tracking capabilities as outlined in the tasks below. This provides for better visibility to assets and increased productivity due to process efficiencies throughout the asset lifecycle.
 - 3.10.2 Configure Hardware form for fulfillers - up to 5 new fields; related lists/forms will not be modified
 - 3.10.3 Configure security to grant access to hardware asset
 - 3.10.4 Configure up to 5 new model categories
 - 3.10.5 Configure up to 20 models using the model categories
 - 3.10.6 Up to 1 import of hardware data for 1 asset class - data to be provided by Customer in a standard file format supported by ServiceNow
 - 3.10.7 Configure up to 1 dashboard and up to 4 reports
 - 3.10.8 Configure up to 1 workflow for hardware asset retirement - workflow may have up to 7 activities
 - 3.10.9 Conduct up to 4 hours of knowledge transfer
 - 3.10.10 Unless specifically listed in another section of this Statement of work, Procurement Management and Stockroom are out of scope.
- 3.11 Time Tracking
 - 3.11.1 Enable time tracking module in order to track fulfiller time so that departments can be charged back for the time an IT support person spends on an incident.
 - 3.11.2 Time tracking will be enabled for Incident records.
 - 3.11.3 If required for San Bernardino County, enable the time tracking portal for management review of resource time spent resolving incidents. Complete basic out of the box portal branding and configuration for time tracking. No portal customizations are in scope.
- 3.12 Scope Clarifications
 - 3.12.1 Scope for Change Management includes Logicalis providing consultative guidance / knowledge transfer in identifying and implementing standard changes as per San Bernardino County RFP question responses.
- 4 Integrations / Orchestration / Automation
 - 4.1 Microsoft SCCM Integration
 - 4.1.1 Deliver the integration between Microsoft SCCM and ServiceNow CMDB as outlined in the tasks below. This provides for reduced cost for data maintenance / synchronization, higher productivity, faster resolution, improved Data quality and higher CSAT.
 - 4.1.2 Activate proper plugins for Microsoft SCCM
 - 4.1.3 Customer to configure mid servers - Logicalis to provide documentation to customer to configure the MID Servers
 - 4.1.4 Configure integration between ServiceNow and 1 instance of Microsoft SCCM
 - 4.1.5 Define and configure import schedule of data - up to 2 schedules will be created
 - 4.1.6 Use existing data import process between SCCM and CMDB - ability to modify up to 1 existing SQL statement, which in turn creates up to 1 additional transform map
 - 4.1.7 SCCM data validation is not part of scope - Logicalis Microsoft practice may be engaged for a health check via a change request
 - 4.1.8 Up to 40 hours of consulting time to assist with SCCM integrations as described above
 - 4.2 Integration with ServiceNow
 - 4.2.1 Deliver the specific integrations with ServiceNow as outlines in the tasks below. Integration capabilities are generally intended to provide for higher productivity, faster resolution times, improved data quality and higher CSAT.

- 4.2.2 Provide up to eighty (80) hours to integrate with one other ServiceNow instance for bi-directional sharing of incident and problem record information via the ServiceNow e-bonding spoke. Logicalis will create three triggers for each record type (create, update, resolve/close) that will initiate record / data sharing between the two ServiceNow instances.
- 4.2.3 For the ServiceNow e-bonding integration, Logicalis will be responsible for configurations to the new ServiceNow environment, while a County ServiceNow administrator will be responsible for e-bonding spoke configurations required in the legacy healthcare ServiceNow instance. Logicalis will provide guidance to the healthcare ServiceNow admins in order to facilitate the necessary e-bonding configurations.
- 4.2.4 Provide up to 120 hours to develop the two integrations with between ServiceNow and San Bernardino County's in-house billing system.
- 4.2.5 Work with Customer's in-house billing system development staff to design the ServiceNow to billing system integrations for time tracking and license cost chargeback with up to twenty-five (25) fields in the integration file format.
- 4.2.6 Develop a one-way, daily, csv file-based integration with the County's in-house developed billing system (ServiceNow sending data into the billing system) to enable chargeback of resolver time tracked during incident resolution.
- 4.2.7 Develop a one-way, daily, csv file-based integration with the County's in-house developed billing system (ServiceNow sending data into the billing system) to enable chargeback of ITSM licenses used by each department.
- 4.2.8 The San Bernardino County Department of Information Technology development staff is responsible for any changes to the billing system necessary to process the ServiceNow chargeback csv file(s).
- 4.2.9 Changes to the above integration assumptions / technical approaches will require a review to determine if the integration can be completed within estimated development hours, and, if additional hours are required, provide IT staff with a project change request for revised scope.
- 4.3 Notify
 - 4.3.1 Implement Notify with either MS Teams or Zoom based on an analysis of SBC's required use cases and notification functionality to select whether MS Teams or Zoom is the correct solution. Logicalis to use the Zoom spoke or MS Teams spoke as the implementation solution.
 - 4.3.2 Logicalis will provide up to sixty (60) development hours to implement the Notify integration. Changes to the above integration assumptions / technical approach will require a review to determine if the integration can be completed within estimated development hours, and, if additional hours are required, provide IT staff with a project change request for revised scope.

Service Management Services - IT Workflows - Asset & Business Tasks and Activities

- 1 IT Asset Management
 - 1.1 Contract Management
 - 1.1.1 Deliver the Contract Management capabilities as outlined in the tasks below. This provides for optimization of costs, better visibility and increased productivity due to process efficiencies throughout the asset lifecycle.
 - 1.1.2 Configure Contract form - up to 5 new fields; related lists/forms will not be modified
 - 1.1.3 Configure Contract Lease form - up to 5 new fields; related lists/forms will not be modified (if applicable)
 - 1.1.4 Configure Contract Warranty form - up to 5 new fields; related lists/forms will not be modified (if applicable)

- 1.1.5 Configure security to grant access to the module
- 1.1.6 Configure up to 5 assignment groups. Per group, configure up to 10 members
- 1.1.7 Configure out of the box notifications - up to 4 additional notifications using existing mail template; use Logicalis Mail Templates as applicable
- 1.1.8 Up to a 1 time import of Vendors
- 1.1.9 Up to a 1 time import of Contract Models
- 1.1.10 Configure up to 1 dashboard and up to 4 reports
- 1.1.11 Contract data will not be imported into the system
- 1.2 Procurement Management / Stock Room
 - 1.2.1 Deliver the procurement and stockroom capabilities as outlined in the tasks below. This provides for better visibility to assets and increased productivity due to process efficiencies throughout the asset lifecycle.
 - 1.2.2 Activate the Procurement Plugin
 - 1.2.3 Configure Purchase Orders and Transfer Orders forms - up to 5 new fields; related lists/forms will not be modified
 - 1.2.4 Configure up to 5 assignment groups. Per group, configure up to 10 members
 - 1.2.5 Relate out of box Procurement workflow to existing catalog items - no modifications to the workflow
 - 1.2.6 Modify up to 5 existing catalog items to use the Procurement workflow
 - 1.2.7 Configure Stockroom forms - up to 5 new fields; related lists/forms will not be modified
 - 1.2.8 Define Stockroom rules to control inventory
 - 1.2.9 Up to 1 import of Stockroom data
 - 1.2.10 Up to 1 import of Stockroom Types data
 - 1.2.11 Define up to 3 stock rules
- 1.3 Cost Management
 - 1.3.1 Implement Cost Management to identify and manage costs associated with hardware assets.
 - 1.3.2 Deliver out of the box Cost Management capabilities as outlined in the tasks below. This provides for improved visibility to and management of IT costs
 - 1.3.3 Activate Plugin for Cost Management
 - 1.3.4 System Properties for Cost Management will be left out of the box
 - 1.3.5 Up to (1) import of Cost Management Groups and Group members
 - 1.3.6 Apply Roles to Groups
 - 1.3.7 Up to (1) import of Cost Centers
 - 1.3.8 Cost Overview Dashboard will be kept out-of-the-box
 - 1.3.9 Depreciation Records will be kept out-of-the-box
 - 1.3.10 Configure up to 3 Fixed Asset entries
 - 1.3.11 Configure Rate Cards form - Create up to 3 additional fields
 - 1.3.12 Configure CI Rate Cards - Create up to 3 additional fields
 - 1.3.13 Configure Task Rate Cards form - Create up to 3 additional fields
 - 1.3.14 Configure Labor Rate Cards form - Create up to 3 additional fields
 - 1.3.15 Configure Distribution Cost form - Create up to 3 additional fields
 - 1.3.16 Configure up to (5) Budget records - Create up to (5) additional fields 3
 - 1.3.17 No additional Business Services will be created and/or imported
 - 1.3.18 Up to 1 time import of rate card information
 - 1.3.19 Relate the rate card to the proper Group
 - 1.3.20 Expense lines will not be imported

Service Management Services - Deliver and Transition Tasks and Activities

- 1 Testing

- 1.1 User Acceptance Testing
 - 1.1.1 Collaborate and secure Customer sign-off on User Acceptance Testing (UAT) as outlined in the tasks below. This provides a "hands-on" review of the solution by Customer users to validate that the solution delivered aligns with the approved requirements.
 - 1.1.2 Success at go-live is dependent on Customer ownership, leadership and engagement in the User Acceptance Testing (UAT) cycle as described below.
 - 1.1.3 The pre-requisites for UAT are: 1) Customer sign off on Logicalis Milestone Acceptance of Requirements 2) In scope items have been configured and QA tested and 3) A joint review of the modules developed is conducted to validate scope for UAT.
 - 1.1.4 Customer will provide Logicalis relevant Test Scripts, Use Cases and Testing plan(s) no later than 2 weeks in advance of UAT. These artifacts will govern the scope of UAT.
 - 1.1.5 Customer will identify and coordinate their own testing resources to participate in UAT. Customer testers need to fully understand the scope of what is being tested and be trained by the Customer on the Test Scripts, Use Cases and Test Plans in use.
 - 1.1.6 Customer will log and communicate any defects via the "Logicalis Tracker" application in ServiceNow where they will be tracked and archived through to resolution.
 - 1.1.7 Defects are defined as items reported that do not meet the functional requirements defined and documented in the Customer approved design documentation / requirements workbook(s). Defects should be linked back to a defined requirement.
 - 1.1.8 Defects are only applicable to Logicalis configured items that are documented as part of the project scope
 - 1.1.9 Logicalis will participate in and support one round of UAT defect identification and remediation.
 - 1.1.10 Once Customer has completed their UAT review and logging of defects, the Implementation Team (Logicalis and Customer) will review the items in the "Logicalis Tracker" to gain consensus on categorization, priority, and resolution.
 - 1.1.11 Defects will be categorized to reflect their impact on the overall delivery. In-scope items will be remediated and QA tested by Logicalis, retested and validated by the Customer and then closed.
 - 1.1.12 Items that are determined to be out of scope will require a Project Change Request reflecting the level of effort and estimated timeline to completion.
 - 1.1.13 No enhancements will be implemented as part of UAT
 - 1.1.14 Formal customer acceptance of the configuration with customer signature of Logicalis Testing Completion & Acceptance Document will mark the end of the User Acceptance Testing cycle
 - 1.1.15 Upon completion, no further additions or edits to items logged in the "Logicalis Tracker" tool will be accepted.
 - 1.1.16 Unless specifically listed in another section of this Statement of work, any additional rounds of UAT Testing and Remediation are considered out of scope.
 - 1.1.17 Logicalis will release the system for production and a rollout date can be confirmed once UAT has completed and the client signoffs received
- 2 Admin Enablement / Knowledge Transfer
 - 2.1 ServiceNow Administration OTJ Coaching
 - 2.1.1 Deliver On-the-Job (OTJ) coaching and instruction to Customer ServiceNow System Administrators as outlined in the tasks below. NOTE: This is intended to supplement, not replace, formal ServiceNow training classes.

- 2.1.2 Logicalis will provide up to 10 hours of remote coaching, instruction and knowledge transfer specific to the capabilities in scope of this project.
- 2.1.3 Customer is provided knowledge transfer via verbal and visual, screen-sharing administrator training on configured environment
- 2.1.4 It is recommended for Customer to send their ServiceNow administrators to the 3-day ServiceNow System Administration course
- 2.2 Technical Documentation
 - 2.2.1 Deliver the project specific Technical Reference documentation as outlined in the tasks below. This provides for effective knowledge transfer, improved productivity, increased MTTR and improved customer satisfaction.
 - 2.2.2 Document items configured for the modules in the SOW. Standard/Out-of-the-Box features will not be documented. ServiceNow system administrators will be the target audience. Up to (1) hours will be used for documentation
- 2.3 Technical Documentation Details
 - 2.3.1 Create technical documentation for in-scope modules in Phase 1: Core Instance Set Up, CMDB with SCCM Integration, Incident, Major Incident, and Agent Workspace.
 - 2.3.2 Create technical documentation for additional in-scope modules in Phase 1: Notify with MS Teams or Zoom, Knowledge and Knowledge Portal, Service Portal, Incident Integration with another ServiceNow Instance, Incident Time Tracking, and Billing System Integration.
 - 2.3.3 Create detailed technical documentation for in-scope modules in Phase 2: Request / Service Catalog, Service Catalog Items, Change , Problem, Problem Integration with another ServiceNow Instance, Hardware Asset, Contract, Procurement and Stock Room.
 - 2.3.4 Create detailed technical documentation for additional in-scope modules in Phase 2: Cost Management, Reporting, Employee On Boarding, and Employee Off Boarding.
 - 2.3.5 Technical documentation will include all ServiceNow configurations and customizations created over and above out of the box functionality to include, but not limited to: added or changed fields, UI Actions, UI Policies, Scripts, related lists, applied plug-ins, forms, workflows, reports, SLAs, order guides, script includes, notifications, etc.
 - 2.3.6 Logicalis will provide up to 160 total hours to create detailed technical documentation as outlined above and to meet requirements documented in San Bernardino County's RFP.
- 3 Go-Live / Hyper Care Support
 - 3.1 Post Go Live Support
 - 3.1.1 Deliver Go Live / Hyper Care support as outlined in the tasks below. This provides for increased productivity within IT, increased MTTR, improved customer satisfaction and a more effective transition into business as usual.
 - 3.2 Additional Post Go Live Support
 - 3.2.1 Provide an additional twenty-four (24) hours of post go-live support over an additional 5 business days to support the Phase 2 production migration.
- 4 IT Service Management
 - 4.1 Training
 - 4.1.1 Provide recommended training for Service Desk Agents, IT Users, ServiceNow Administrators and Business Users - Phase 1: for Incident, Major Incident, Agent Workspace, CMDB, Knowledge, Notify, Service Portal (for incident and knowledge), and Time Tracking.
 - 4.1.2 Provide recommended training for Service Desk Agents, IT Users, ServiceNow Administrators and Business Users - Phase 2: for Asset (including procurement, stock rooms, cost management and contract), Problem, Change, Service Request / Service Portal, Reporting, On Boarding, and Off Boarding.

- 4.1.3 To support San Bernardino's training and system documentation requirements, Logicalis has included up to 340 consulting hours to develop a training plan, create training materials, and conduct train the trainer demonstration sessions and webinars. Logicalis proposes a multi-faceted training approach across San Bernardino County's four user personas.
- 4.1.4 For each user persona, Logicalis will work with DoIT to develop a tailored training plan that leverages a unique combination of training materials and multiple training delivery channels such as: ServiceNow Certified Training Classes, ServiceNow On Demand Free Training, Train the Trainer Demonstration Sessions, System / Module Usage Documentation, As-Built System Documentation, Job Aid Procedure Documentation, San Bernardino County Specific Knowledge Articles, Webinars, and Virtual Admin Services.
- 4.2 ITIL Process Guidance
 - 4.2.1 Provide consultative guidance / knowledge transfer on the ServiceNow OOTB ITIL processes for delivered functionality (Incident, Major Incident, Knowledge, Change, Problem, Service Catalog/Request, Configuration/CMDB, and Asset processes and workflows).
- 5 ServiceNow Run and Maintain Support
 - 5.1 Virtual Admin Service
 - 5.1.1 Deliver Virtual Admin Subscription Services to support day to day, business as usual support needs as outlined in the tasks below. This provides for optimization of costs, reduced backlog, and increased customer satisfaction.
 - 5.1.2 The Contract Duration and Monthly Fee for Virtual Admin Subscription Services are as indicated in Pricing Table included in the Addendum.
 - 5.1.3 Virtual Admin Subscription Services will be provided in alignment with Committed Monthly Consumption as indicated in Pricing Table included in Addendum.
 - 5.1.4 The scope of work is limited to support of the ServiceNow application and/or related processes only.
 - 5.1.5 Specific to Troubleshooting / Incident Resolution, the scope includes investigation / diagnosis and resolution of break/fix issues. Resolution of a Problem record if/when created and assigned by Customer.
 - 5.1.6 Specific to Administration and Maintenance, the scope includes form, data, and report administration
 - 5.1.7 Specific to Enhancements, the scope includes understand requirements, align on effort / approach, design / build / test, manage change into production.
 - 5.1.8 Specific to Training, the scope includes Admin enablement, targeted mentoring, training collateral, business process adoption (Certification of participants is out of scope)
 - 5.1.9 Specific to Advisory Services, the scope includes process assessment, ServiceNow capability reviews, assist with organizational readiness assessment
 - 5.1.10 The Virtual Admin Team will leverage in various roles as needed to perform the work. These roles include: Technical Lead / Architect, Developer, Quality Assurance and Business Process Analyst.
 - 5.1.11 The Customer will identify a Single Point of Contact (SPOC) and back-up, to act as the interface between the Virtual Admin Team resources and the Customer organization.
 - 5.1.12 Logicalis will identify a named Virtual Admin Service Delivery Contact to act as primary interface with the Customer.
 - 5.1.13 The Customer SPOC is responsible for the review, approval, and prioritization of ServiceNow work assigned to the Logicalis Virtual Admin Team.

- 5.1.14 All work requests for the Logicalis ServiceNow Virtual Admin Team will be captured, assigned, and managed to completion, leveraging the capabilities of the Customer instance of ServiceNow with required licensing provided by the Customer.
- 5.1.15 Logicalis will configure the Customer ServiceNow instance to effectively support the Virtual Admin Services.
- 5.1.16 Virtual Admin Team must receive email notifications when new work is assigned.
- 5.1.17 The High-Level Engagement Process diagram is provided in the Addendum
- 5.1.18 Logicalis Virtual Admin Team will acknowledge receipt Incidents assigned within one-half business day.
- 5.1.19 Logicalis Virtual Admin Team will acknowledge receipt Requests assigned within one business day
- 5.1.20 Logicalis will begin investigation within 1 business day and escalate to next level team if resolution is not possible. Incident resolution time will vary based on issue identified. Restoring service as quickly as possible is the priority.
- 5.1.21 If the ServiceNow application is down/ not responding Customer should open a HI ticket as soon as possible.
- 5.1.22 For Requests with an expected total effort <60 minutes, work will be completed within 3 business days of receiving requirements as approved by Customer SPOC. Examples of this include minor administrative changes to existing forms, data, and/or reports.
- 5.1.23 For requests with an expected total effort >60 minutes, completion times will vary based on requirements. Effort required will be finalized and a due date will be discussed once requirements are finalized and approval from Customer SPOC is provided.
- 5.1.24 The Logicalis ServiceNow Virtual Admin Team will support functionality after it has been migrated into the production instance to provide production support while project efforts continue to design and implement other modules / functions.
- 5.1.25 If additional capacity / capability is needed for project-based work, above and beyond the committed subscription consumption, Logicalis would welcome the opportunity to listen to your needs, design a solution and provide a proposal.
- 5.1.26 Logicalis ServiceNow Virtual Admin Team will track and log time spent and will communicate actual hours compared to committed consumption twice per month.
- 5.1.27 Logicalis ServiceNow Virtual Admin Team will work in alignment with the Customer defined Service Management processes (i.e. Incident and Request management) as configured in the Customer instance of ServiceNow.

Service Management Services - Overall Responsibilities

Tasks and Activities

- 1 IT Service Management
 - 1.1 Service Excellence
 - 1.1.1 Logicalis strives to be excellent and deliver the business outcomes customers require. Each customer interaction is an opportunity to demonstrate our commitment - we strive to be excellent.
 - 1.1.2 During project status meetings, at project milestones, and throughout the project, Logicalis delivery team members will request open and honest feedback, so we can improve our delivery processes and services.
 - 1.1.3 Logicalis welcomes feedback. Customer feedback helps Logicalis progress on our Continual Service Improvement journey, ensuring that we continue to provide excellent service.
 - 1.1.4 If at any point you would not rate the delivery experience as excellent, please share your concerns and escalate as needed.

- 1.1.5 As a ServiceNow Elite Partner, Logicalis actively participates in ServiceNow's Customer Satisfaction (CSAT) process.
- 1.1.6 Upon completion of the project and/or each major project phase, ServiceNow will send CSAT surveys to Customer. Your prompt response to each CSAT survey is appreciated.
- 1.1.7 Because Logicalis works closely with our customers and regularly solicits feedback, Logicalis expects our delivery teams to receive highly favorable CSAT survey responses.
- 1.1.8 When issues or concerns do occur, Logicalis strives to quickly resolve them to mutual satisfaction. Logicalis has a formal issue escalation hierarchy as follows:
- 1.1.9 Level 1 - Customer Project Manager raises issue or concerns with Logicalis' Project Manager.
- 1.1.10 Level 2 - Customer Project Sponsor raises issue or concerns with Logicalis' Delivery Director.
- 1.1.11 Level 3 - Customer Senior Manager raises issue or concerns with Logicalis' Vice President of Platform Delivery.
- 1.1.12 Customer issues or concerns should be formally raised via email communication starting at Level 1 and progressing through Level 3 until a mutually satisfactory resolution is achieved.
- 1.1.13 Customer and Logicalis representatives have 5 business days to collaborate and resolve the issue or concern prior to escalation to the next level.
- 1.1.14 Specific names and contact info for the roles above will be shared before or during the Project Kick-off.

Deliverables

- Configured Items Document

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (Medium Rigor)

Planning

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Supplemental project information management

Execution

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
 1. Overall Health Status
 2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
 3. Percentage Complete
 4. Project Phase
 5. High Level Accomplishments
 6. Current Activities / Upcoming Activities
 7. Past Due Activities

8. Project Issues

9. Financial & Hours Summary, applicable to T&M projects

- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring

Closing

- Project closure call
- Project Closure and Acceptance processing

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. The Terms and Conditions of Sale between Logicalis, Inc. and San Bernardino County effective June 22, 2021 are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.
7. Aftermarket IBM products are not acquired through an IBM new product distribution channel, and are not covered by a new product warranty.
8. To the extent this Quotation includes ServiceNow products, the end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein, then as set forth on <https://www.servicenow.com/upgrade-schedules.html>) (collectively, the "ServiceNow Subscription Service Terms"). All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.
9. To the extent this Quotation includes ServiceNow products, In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to Exceed \$2000 per onsite class). Terms for Education Services offerings are set forth on <https://www.servicenow.com/upgrade-schedules.html>
10. To the extent this Quotation includes ServiceNow products, for both Renewal Orders and the Option Year Orders, the following conditions shall apply:

- i. the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Option Year Orders, and if not, then the Renewal Order or Option Year Orders shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);
- ii. the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Option Year Orders;
- iii. the units of each Renewal Product in the Renewal Order or Option Year Orders are equal to or greater than the sum of all the units for that Renewal Product in all the Renewal Orders and Option Year Orders purchased by the customer during the subscription term of the then expiring order form;
- iv. each Renewal Order and Option Year Orders are for non-refundable, non-cancellable twelve (12) month subscription terms; and
- v. Customer must place the Renewal Order or Option Year Orders before the expiration of the subscription term of the then expiring order. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order, products not ordered on this Order or professional services, training or events.

Terms Applicable for Services Sales

1. The Terms and Conditions of Sale between Logicalis, Inc. and San Bernardino County effective June 22, 2021 are incorporated herein by reference.
2. In the event Customer reschedules delivery of Services within fourteen (14) calendar days of a scheduled delivery date, Logicalis reserves the right to charge Customer \$1600 per day for each scheduled resource, plus any additional travel or other out of pocket expenses incurred as a result of the delay.
3. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
4. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental, car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of \$65.



Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:	Accepted By:
San Bernardino County - Department of Innovation and Technology	Logicalis, Inc.

_____ Signature	_____ Signature
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_____ Printed Name	_____ Printed Name
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_____ Title	_____ Title
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_____ Date	_____ Date
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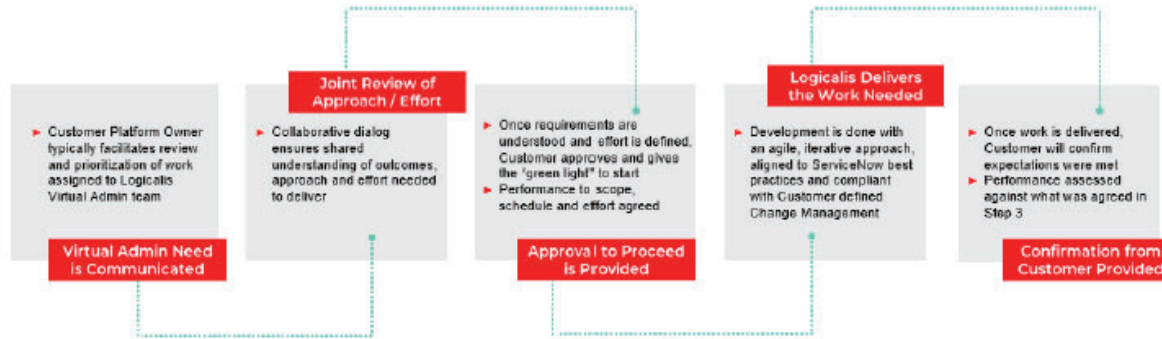
ADDENDUM A – Virtual Admin Subscription Services

Pricing Table

Monthly Fee	Contract Duration / Term (in Months)	Committed Monthly Consumption Hours per Month	Maximum Carry Over Hours for Under Consumption	Maximum Base Hours per Month with Carry Over	Over Consumption Hourly Rate
N/A - Included	9	20	3	23	\$180.00

Any overconsumption of hours must be authorized, in writing, in advance by the Customer SPOC and will be billed based on actual hours consumed.

High Level Engagement Process



The high-level engagement process to be followed is as outlined below:

- Virtual Admin Need is Communicated** - Customer SPOC facilitates review and prioritization of work assigned to Logicalis Virtual Admin team.
- Joint Review of Approach / Effort** - Collaborative dialog ensures shared understanding of outcomes, approach and effort needed to deliver.
- Approval to Proceed is Provided** - Once requirements are understood and effort is defined, Customer SPOC approves and gives the "green light" to start. Performance to scope, schedule and effort agreed.
- Logicalis Delivers the Work Needed** - Development is done with an agile, iterative approach, aligned to ServiceNow best practices and compliant with Customer defined Change Management. Customer SPOC facilitates interaction with Requestor as needed.
- Confirmation from SPOC / Requestor Provided** - Once work is delivered, Customer will confirm expectations were met. Performance assessed against what was agreed in Step 3.

Figure 1: Consumption Mode / Example: Underconsumption - up to 15% of the monthly subscription - will be carried over to next month.

Example:

- For committed consumption of 10 hours per month, if only 8.5 hours are consumed, 1.5 hours can be carried to the next month.
- Maximum starting point for subsequent month is limited to 15% more than the committed consumption hours. (Diagram below).

Committed Consumption = 10 Hours

Carryover = 1.5 hours (15% of Monthly Planned Consumption)

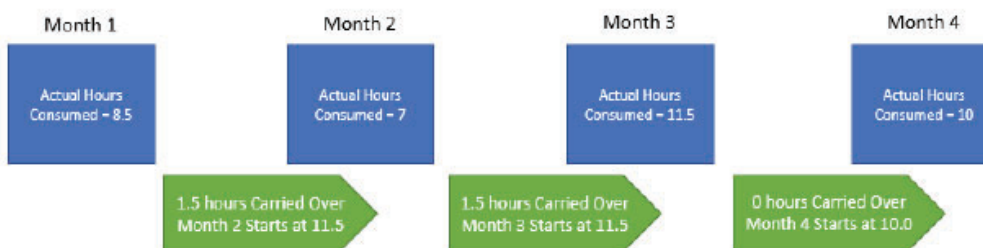


EXHIBIT B
INSURANCE REQUIREMENTS

Logicalis agrees to provide insurance set forth in accordance with the requirements herein. If Logicalis uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Logicalis agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Logicalis shall secure and maintain throughout the term of these Terms of Sale the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering Logicalis' employees providing services on behalf of Logicalis and all risks to such persons under this Terms of Sale. If Logicalis has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management.
 - b. Commercial/General Liability Insurance – Logicalis shall carry General Liability Insurance covering all operations performed by or on behalf of Logicalis providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Logicalis is transporting one or more non-employee passengers in performance of Terms of Sale services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Logicalis owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall be "follow-form." The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.
 - f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Terms of Sale work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Terms of Sale completion.

2. **Additional Insured.** Commercial/General Liability and Automobile Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Logicalis shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Logicalis and Logicalis' employees or agents from waiving the right of subrogation prior to a loss or claim. Logicalis hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Logicalis agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Logicalis and Customer or between Customer

and any other insured or additional insured under the policy. Notwithstanding the foregoing, severability of interests does not apply as to Logicalis' Cyber Liability Insurance policy.

6. **Proof of Coverage.** Logicalis shall furnish Certificates of Insurance to Customer Department administering the Terms of Sale evidencing the insurance coverage at the time the Terms of Sale is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire except as in accordance with policy provisions.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under these Terms of Sale does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the Terms of Sale or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Logicalis or Customer payments to Logicalis will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.