SAN BERNARDINO COUNTY

Contract Number

19-555 A-1

SAP Number
4400011127

Information Services Department

Department Contract Representative	Adrian Danczyk
Telephone Number	(909) 388-0534
Contractor	Aviat Networks, Inc.
Contractor Representative	Hermogenes "Homer" Decano
Telephone Number	(650) 888-1591
Contract Term	August 6, 2019 – August 5, 2029
Original Contract Amount	$13,195,778 plus applicable taxes
Amendment Amount	$0
Total Contract Amount	$13,195,778 plus applicable taxes
Cost Center	1200304020

Amendment #1
TO
CONTRACT 19-555 - TEN-YEAR TECHNOLOGY REFRESH PROGRAM

This Amendment No. 1 ("Amendment") to Annex A – Ten Year Technology Refresh Program (hereinafter "Annex A"") to the Aviat US - San Bernardino County Technology Refresh Purchase Contract #19-555, between the County of San Bernardino ("Customer") and Aviat U.S., Inc. ("Aviat US") executed as of August 6, 2019 (hereinafter "Contract"), and outlines the respective obligations and responsibilities of County and Aviat related to Aviat's remote access to the Customer's Wide Area Network ("WAN") via the Internet.

Customer has established information security practices and closely monitors the WAN to ensure network confidentiality, integrity, and availability. Customer agrees to provide Aviat US remote access to the WAN for the purpose of fulfilling the obligations in Annex A and accessing computer information systems or data managed by the Customer reside on the WAN. This access will be provided via one of two ways 1) Client-based Virtual Private Network (VPN) using two-factor authentication, or 2) VPN Site-to-Site tunnel (i.e., local area network-to-local area network VPN tunnel).

A. ACCESSING THE WAN

1. Access to the WAN will be initiated by Customer department utilizing the services outlined in the primary Aviat U.S., Inc. – San Bernardino County – Technology Refresh Purchase Contract #19-555.

2. The primary method for establishing remote access will be the utilization of Client-based VPN connectivity using two-factor authentication. A single generic VPN account used by multiple Aviat US employees will not be allowed.

3. The secondary method for establishing remote access is to create a VPN Site-to-Site tunnel between Customer and Aviat US. This method will only be used when there is an issue preventing the primary method from not being a viable solution. Customer's approval will be needed for any exceptions to not using the primary method. Standard Internet Protocol Security (IPSEC) specifications will be used to create the encrypted secure tunnel across the Internet.

4. Any attempt by Aviat US to access unauthorized applications or sectors on the WAN will constitute a material breach of this Annex A and result in immediate termination of Aviat US's remote access to the WAN, and in addition, Customer may, in its sole discretion, terminate the Contract immediately upon written notice. Customer reserves the right to seek any other legal remedies in law and equity that may be available.

5. Aviat US understands that Customer may perform periodic security audits upon written notification to Aviat US and as agreed to by the parties. Customer reserves the right to terminate Aviat US's remote access to the WAN if any audit discloses non-compliance with the information security practices and policies immediately upon written notice.

B. CUSTOMER RESPONSIBILITIES

1. Customer will:
   a. Provide Internet connectivity on Customer side of the VPN connection or the VPN Site-to-Site tunnel, as appropriate.
   b. Create a VPN account for each Aviat US employee that will be accessing the WAN remotely.
   c. Provide the VPN client software as well as the authenticator (or token) needed for the two-factor authentication.
   d. Provide coordination for isolation and resolution of all problems involving connectivity to Customer's ISP or any of the equipment managed by Customer that is used to build the VPN tunnel on Customer's side of the connection.
   e. Include filtering in the configuration of the VPN account. The filtering will only allow specific Aviat US IP addresses to access specific Customer IP addresses on specific ports. Customer will provide coordination for isolation and resolution of all problems involving connectivity to Customer's Internet Service provider (ISP).
   f. Provide Internet connectivity on Customer's side of the VPN Site-to-Site tunnel. Customer's side of the VPN Site-to-Site tunnel will terminate on equipment managed by Customer. Customer will be responsible to provide and configure this equipment. Customer will include filtering in the configuration of the tunnel. The filtering will only allow specific Vendor IP addresses to access specific Customer IP addresses on specific ports.

2. Customer assumes no liability for failure to provide or delay in providing remote access to Customer's WAN.

C. AVIAT US RESPONSIBILITIES

1. Aviat US will:
   a. Provide Internet connectivity on their side of the VPN connection when Client-based VPN connectivity is used.
   b. Provide Customer the name, address, phone number, and email address for each user requiring remote access.
   c. Be responsible for the installation of the VPN client software on their devices.
   d. Provide coordination for isolation and resolution of all problems involving connectivity to Aviat US ISP and any hardware or software issues of the devices running the VPN client software.
   e. Provide Internet connectivity on Aviat US's side of the connection when the VPN Site-to-Site tunnel method of establishing remote access is used.
   f. Provide Customer with the IP addresses that will be allowed access across the VPN tunnel.
   g. Provide and configure the necessary equipment managed by Aviat US needed for the VPN tunnel creation.
   h. Coordinated isolation and resolution of all problems involving connectivity to Aviat US's ISP or any of the equipment Aviat US uses to build the VPN tunnel on Aviat US's side of the connection.
   i. Use reasonable effort to mitigate any impact due to a failure or delay by Customer in providing Aviat US with remote access to the WAN.
   j. Abide by all reasonable existing and future information security practices, policies and protocols established by Customer as communicated in advance from time to time, and as provided herein.

2. Aviat US is responsible for obtaining and paying the costs of all permits, licenses or approvals required by regulatory agencies, as applicable to Aviat US's uses authorized herein.

D. INDEMNIFICATION

Aviat US agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless Customer and its authorized officers, employees, agents and volunteers from and against any direct damages to the extent arising out of Aviat US's negligence or willful misconduct in remotely accessing the WAN. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.

E. CONFIDENTIAL INFORMATION

1. The Contract is subject to local and state open meetings and public records laws, including without limitations, the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations").

2. "Confidential Information" means any information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that should reasonably be considered as confidential, given the nature of the information or the circumstances surrounding its disclosure. Confidential Information includes, any information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, including, but not limited to, that which relates to research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, pricing information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that the Disclosing Party is obligated to keep confidential. Confidential Information does not include information that is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such Confidential Information; after it has become generally available to the public without breach of this agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, and free of restriction as evidenced by documentation in such party's possession; or which the Disclosing Party agrees in writing is free of such restrictions.

3. Subject to the Regulations, the parties shall protect Confidential Information from unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the Confidential Information of the other party that is provided or otherwise made available to the other party in connection with this Annex A; or (2) acquired, obtained, or learned by other party in the performance of this Annex A, and shall use at least as great a standard of care in protecting the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like character, but in no event less than a reasonable degree of care.

4. The parties agree that a breach of the confidentiality obligations by Receiving Party will cause immediate and irreparable damage to Disclosing Party and shall entitle Disclosing Party to seek injunctive relief in addition to all other remedies.

5. The obligations of the parties set forth in this Section shall survive the termination of Aviat US's remote access to the WAN for five (5) years.

This Agreement 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 this Agreement (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 Agreement upon request.

All other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of the Contract will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed by their duly authorized representatives as of the day and year first stated below.

COUNTY OF SAN BERNARDINO

BY: _____

NAME: _____
        Curt Hagman

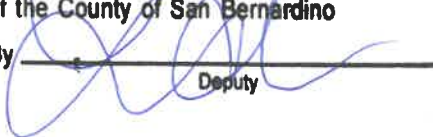TITLE: __Chairman, Board of Supervisors__

DATE: ___JUN 0 9 2020___

AVIAT U.S., INC.

BY: _____

NAME: __Keith Fanneron__

TITLE: __VP, Global Finance Operations & Analysis__

DATE: __5/20/2020__

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