

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

23-516 A5

SAP Number

4400022343

County Counsel

Department Contract Representative
Telephone Number

Tom Bunton
(909) 387-5455

Contractor

MOXFIVE LLC and Cipriani &
Werner, P.C.

Contractor Representative
Telephone Number
Contract Term

April 27, 2023 until terminated by
either party

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

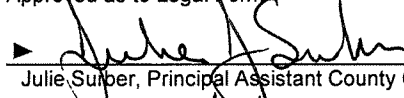
\$134,200.00
\$521,300.00
\$655,500.00

Briefly describe the general nature of the contract:

Amendment No. 5 to Agreement with MOXFIVE LLC and Cipriani & Werner, P.C. for specialized consulting services in connection with a network disruption in the amount of \$521,300 for a total amount of \$655,500 for a contract period beginning April 27, 2023, until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Julie Surber, Principal Assistant County Counsel

Date 8/3/23

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date



San Bernardino County - Data Recovery - Amendment #005

Prepared for:
San Bernardino County



MOXFIVE - San Bernardino County - Data Recovery - Amendment #005

San Bernardino County
385 N Arrowhead Ave
San Bernardino, CA 92415
United States

Record Id: 37425269
Quote created: 2023-07-26
Quote Expires: 2023-08-25

This Amendment #005 (the "Amendment") to the Amendment #004 ("Quote"), executed TBD (the "Original Quote"), is made and entered into as of the earlier date on the signature block below (the "Quote Effective Date"), by and between MOXFIVE, LLC ("MOXFIVE") and Cipriani & Werner P.C. ("Counsel") on behalf of San Bernardino County ("Client"). This Quote Amendment is for the Purchase of the Third-Party Deliverables listed below and hereby amends and restates the Original Quote and any references herein to "Quote" shall be to this Amendment. The Third-Party Provider under this Quote is Total Data Migration ("Provider"). This Amendment is valid until August 21, 2023, and shall be governed by the terms and conditions set forth in the Master Services Agreement dated Friday, April 28, 2023 ("Agreement"), provided that in the event of a direct conflict, the provisions of this Quote shall control. Capitalized terms not defined in this Quote shall have the meanings provided in the Agreement.

The purpose of the engagement under this Agreement is to enable Counsel to render legal advice to Client and its affiliates (the "Client Entities"). Therefore, all communications to Client Entities related to services shall be directed to the attention of Counsel, and MOXFIVE's work and services under this agreement are confidential and are subject to the privileges and protections afforded to such materials under state and federal law under the attorney-client privilege, self-evaluative privilege, or other privileges or protection. All communications between MOXFIVE and Counsel, as well as communications between MOXFIVE and Client Entities, shall be regarded as confidential, made solely for the purpose of assisting Counsel in giving legal advice to Client Entities and subject to the terms of this Agreement.

Fees, Expenses, and Invoicing

MOXFIVE will invoice the Client upon signature acceptance of the Quote Amendment. Products and Services included in this Amendment are in addition to the Original Quote executed TBD (see Appendix below). Full payment of \$521,300.00 and any applicable sales tax is required and due upon signature acceptance of the Quote and receipt of invoice from MOXFIVE. Any shipping fees will be invoiced at cost upon delivery. All items are priced in U.S. Dollars and MOXFIVE accepts payments in U.S. Dollars only.

Note - Client has been invoiced \$133,750.00 to date for Prior Quote Deliverables.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
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MOXFIVE

Data Recovery · Execution of proprietary tools to recovery the maximum data possible from the collected data sets, (52 TB's). · Recovery could fall into two categories - FULL recovery or RAW recovery. · Data recovery could be a combination of both recovery types based on whether or not the decryptor was run against the data set. · A Full recovery would provide the data in a native file, usable format and include all the associated metadata including filename, filepath, etc. · A Raw recovery would provide the data in a native file, usable format both the associated metadata including filename, filepath, etc. was not recoverable A Raw recover	TDMI-DR-1	52	\$10,025.00	\$521,300.00
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One-Time Subtotal \$521,300.00

Total \$521,300.00

Additional Provisions

Client acknowledges and agrees to the Provider's Terms & Conditions available [here](#), which shall apply to Client's access and use of the Third-Party Deliverables. Client's continued use of the Third-Party Deliverables is subject to its express acceptance of the Terms & Conditions in force at the time of use.

Client has read and agreed to MOXFIVE's additional provisions available [here](#) and must execute the Quote and the Agreement. This Quote shall automatically terminate if it is not accepted by Provider and any payments made by Client to MOXFIVE hereunder shall be promptly returned.

Contact Information

	MOXFIVE Point of Contact
Name	Michael Pincus
Email	michael.pincus@moxfive.com
Phone	267-337-4852
Address	1751 Pinnacle Dr., Suite 600, Tysons, VA 22102

Electronic Signatures. Counterparts

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. 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.

Acceptance of Quote

By signing below, the Parties hereby agree to the terms contained herein.

Agreed and Accepted for MOXFIVE

Amy Doan

Signature

Amy Doan

Name

Sr. Director of Finance

Title

Aug 4, 2023

Date

1751 Pinnacle Dr, Suite 600, Tysons, VA 22102

Address

Agreed and Accepted for Client

Dawn Rowe

Signature

Dawn Rowe

Name

Chair, Board of Supervisors

Title

AUG 08 2023

Date

385 N. Arrowhead Ave. 5th Floor, San Bernardino, CA 92415

Address

Agreed and Accepted for Counsel

Jordan L. Morgan

Signature

Jordan Morgan

Name

Partner

Title

**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

[Signature]
Deputy

MOXFIVE

08/03/2023

Date

450 Sentry Parkway, Suite 200, Blue Bell, PA 19422

Address

Please return signed copy to the MOXFIVE POC

MOXFIVE

Appendix

Item & Description (Prior Deliverables)	SKU	Quantity	Unit Price	Total
Device Assessment Assessment of client-provided device and/or transfer of data over secure method, containing impacted files, source data, backups and associated files to determine next steps and requirements to recover data and/or restore environments	TDMI-DA-1	1	\$8,250.00	\$8,250.00

One-Time Subtotal \$8,250.00

Total \$8,250.00

Item & Description (Prior Deliverables)	SKU	Quantity	Unit Price	Total
Device Assessment - Assessment of client-provided device and/or transfer of data over secure method, containing impacted files, source data, backups and associated files to determine next steps and requirements to recover data and/or restore environments - Approximately 650 Gb (3 impacted VHDX files)	TDMI-DA-1	1	\$11,500.00	\$11,500.00

One-Time Subtotal \$11,500.00

Total \$11,500.00

Item & Description (Prior Deliverables)	SKU	Quantity	Unit Price	Total
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MOXFIVE

Device Recovery · Data recovery from client-provided device · Initial 12.6GB VHDX file hq-srv2022-ls1.vhdx · USB drive · Assessments conclusion/Recovery Steps	TDMI-DR-1	1	\$14,750.00	\$14,750.00
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One-Time Subtotal **\$14,750.00**

Total \$14,750.00

Item & Description (Prior Deliverables)	SKU	Quantity	Unit Price	Total
Data Recovery · Data recovery of data from client-provided device	TDMI-DR-1	1	\$19,500.00	\$19,500.00

One-Time Subtotal **\$19,500.00**

Total \$19,500.00

Item & Description (Prior Deliverables)	SKU	Quantity	Unit Price	Total
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MOXFIVE

Data Recovery · Execution of proprietary tools to recovery the maximum data possible from the collected data sets, (8TB's). · Recovery could fall into two categories - FULL recovery or RAW recovery. · Data recovery could be a combination of both recovery types based on whether or not the decryptor was run against the data set. · A Full recovery would provide the data in a native file, usable format and include all the associated metadata including filename, filepath, etc. · A Raw recovery would provide the data in a native file, usable format both the associated metadata including filename, filepath, etc. was not recoverable A Raw recover	TDMI-DR-1	8	\$10,025.00	\$80,200.00
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One-Time Subtotal **\$80,200.00**

Total \$80,200.00