

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

NON-STATE AGENCY

| |
|-------------------------|
| NON-STATE AGENCY NUMBER |
| |
| CONTRACTOR NUMBER |
| 15F0197(KL) |

1. This Agreement is entered into between the Non-State Agency and the Contractor named below

| | |
|---|--|
| NON-STATE AGENCY NAME City and County of San Francisco, | a municipal corporation (hereafter called Customer) |
| CONTRACTOR'S NAME CALIFORNIA DEPARTMENT OF TECHNOLOGY | (hereafter called Contractor) |
2. The term of this Agreement is: **July 1, 2015 through June 30, 2018**
3. The maximum amount **\$467,448/year**, of this Agreement is: **in initial year, increasing 5%/year**
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

- | | |
|--|--------|
| Exhibit A – General Information | 1 page |
| Exhibit B - Budget Detail and Payment Provisions | 1 page |
| Exhibit C – Customer Completion Form | 1 page |
| Exhibit D – Special Conditions | |

Approved as to Form:

Anita L. Wood
 Anita L. Wood, Deputy City Attorney
 City and County of San Francisco

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | |
|---|---|
| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CALIFORNIA DEPARTMENT OF TECHNOLOGY | |
| BY (Authorized Signature) <i>Jennifer Herrera</i> | DATE SIGNED E 9/16/15 |
| PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER HERRERA, Contract Manager | |
| ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741-1810 | |
| NON-STATE AGENCY | |
| NON-STATE AGENCY NAME City and County of San Francisco, a municipal corporation | |
| BY (Authorized Signature) <i>John Updike</i> | DATE SIGNED 9/10/15 |
| PRINTED NAME AND TITLE OF PERSON SIGNING John Updike, Director of Property | |
| ADDRESS 25 Van Ness Ave., #400, San Francisco, CA 94102 | |

Agreements are exempt from DGS approval per Delegation DIA-003

GENERAL INFORMATION

1. This Agreement is entered into by and between CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as the "Customer") and the State of California (hereinafter referred to as the "California Department of Technology" or the "Department, or Contractor") for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department's SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Agreement Renewal Package to the California Department of Technology (Department) no later than 60 calendar days prior to the expiration date. In the event a Customer does not return a completed Agreement Renewal Package during the required time frame, the Department will escalate the matter with the Customer. Any costs incurred by the Department on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. The Customer must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. The Customer must submit a Service Request through CSS to notify OTech of the intent to terminate services. The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Account Lead.
- C. Customers are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the Department will escalate payment issues with the Customer. Use of services and goods provided by the Department to the Customer constitutes an obligation, which must be paid.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred and agrees that either party may amend this Agreement, in writing, to provide payment to the Department to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the Department for services received by the Customer, either party may amend the Agreement, in writing, with the Customer agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. Upon receipt of appropriate invoices for services rendered in accordance with this Agreement, the Customer agrees to compensate the Department for services billed in accordance with the rates specified herein.
- B. Invoices shall include the Department Agreement Number, and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit C.

3. PAYMENT TERMS

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of subscribing to the Department of Technology's IT services is based upon the published Billing Rate Schedule, which is subject to change upon 30 calendar days' prior written notice. The rates billed under this contract, however, may not increase more than 5% per fiscal year (July 1 – June 30) during the term of this contract. These rates may be viewed on the Department's web site at:
<http://www.dts.ca.gov/customers/rates.asp?key=23>
- C. Customer agrees to pay Department monthly upon receipt of invoice. Department will issue monthly invoice in arrears to the Customer.

4. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the Department in writing within five (5) State business days after receipt/installation of goods from a vendor or other State agency (i.e., equipment, telecommunications lines, and software products). Such notification shall be sent to:

California Department of Technology
Warehouse Receiving at: warehouseceiving@state.ca.gov

CUSTOMER COMPLETION FORM

CALIFORNIA DEPARTMENT OF TECHNOLOGY:

| | |
|--|---|
| CONTRACT ADMINISTRATOR: IAA PROCESSING ANALYST IT PROCUREMENT & CONTRACT SERVICES BRANCH | CUSTOMER REPRESENTATIVE: CUSTOMER RELATIONS BRANCH |
| P.O. BOX 1810, MS Y-18 RANCHO CORDOVA, CA 95741-1810 | P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810 |
| PHONE: (916) 431-5089 FAX (916) 463-9914 EMAIL: iaaprocessinganalyst@state.ca.gov | PHONE: (916) 431-5454 FAX (916) 454-7273 |

CUSTOMER:

| | |
|--|--|
| CONTRACT ANALYST: Leo Levenson | BILLING CONTACT: Leo Levenson |
| ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 | ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 |
| PHONE: 415-581-4000 FAX EMAIL: leo.levenson@sfgov.org | PHONE: 415-581-4000 FAX: EMAIL: leo.levenson@sfgov.org |
| CONTRACT ADMINISTRATOR Miguel Gamino | TECHNICAL CONTACT: Matt Reeves |
| ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 | ADDRESS: 1 South Van Ness Ave., 2nd Floor San Francisco, CA 94102 |
| PHONE: 415-581-4000 FAX: EMAIL: miguel.gamino@sfgov.org | PHONE: 415-581-4000 FAX: EMAIL: matt.reeves@sfgov.org |

PAYMENT TERMS

The Customer agrees to pay California Department of Technology (Department) monthly in arrears upon receipt from Department.

OPERATIONAL RECOVERY INQUIRY

The Department offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Department's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes No
- B. If yes, are funds included in this Agreement for these services? Yes No
- C. If no, when will the Agreement be amended to add funds for these services? _____ Date

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the Department. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the Department will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

Exhibit D Special Conditions

1.1 Notices

Except as otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to:

(a) Contractor or Customer at address set forth in the Standard Agreement; or (b) such other address as either Contractor or Customer may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Standard Agreement or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

1.2 No Implied Waiver

No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No acceptance of full or partial monthly Agreement Fee or other sum payable hereunder by Contractor while Customer is in default hereunder shall constitute a waiver of such default by Contractor. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Contractor or Customer given in one instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of the Agreement.

1.3 Approvals

Neither this Agreement nor any terms or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Whenever this Agreement requires or permits the giving by Customer of its consent or approval, the Director of Property, or his or her designee, shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter of the City and County of San Francisco. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of

Customer and Contractor, and Customer's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, material amendments or modifications to this Agreement **(a)** changing the legal description of the Agreement Space, **(b)** increasing the Term, **(c)** increasing the monthly Agreement Fee, **(d)** changing the general use of the Agreement Space from the use authorized under Exhibit A of this Agreement, and **(e)** any other amendment or modification which materially increases Customer's liabilities or financial obligations under this Agreement shall additionally require the approval of Customer's Board of Supervisors.

1.4 Authority

Contractor represents and warrants to Customer that the execution and delivery of this Agreement by Contractor has been duly authorized and does not violate any provision of any agreement, law or regulation to which Contractor or the Property is subject.

1.5 Interpretation of Agreement

The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Except as otherwise specifically provided herein, wherever in this Agreement Contractor or Customer is required or requested to give its consent or approval to any matter or action by the other, such consent or approval shall not be unreasonably withheld or delayed. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Contractor or Customer holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

1.6 Brokers

Neither party has had any contact or dealings regarding the leasing of the Agreement Space, or any communication in connection therewith, through any real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Agreement contemplated herein, and Customer shall have no liability therefor. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify the other party from any and all claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Agreement.

1.7 Severability

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances

other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

1.8 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

1.9 Attorneys' Fees

In the event that either Contractor or Customer fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the non-prevailing party in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the Customer's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

1.10 Cumulative Remedies

All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

1.11 Time of Essence

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

1.12 Survival of Indemnities

Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, if any, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

1.13 Non-Liability of Customer Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of Customer shall be personally liable to Contractor, its successors and assigns, in the event of any default or breach by Customer or for any amount which may become due to Contractor, its successors and assigns, or for any obligation of Customer under this Agreement.

1.14 MacBride Principles - Northern Ireland

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Contractor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

1.15 Controller's Certification of Funds

The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the Customer's Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by Customer under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Customer's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Customer after the fiscal year in which the Term of this Agreement commences, sufficient funds for the payment of Rent and any other payments required under this Agreement are not appropriated, then Customer may terminate this Agreement, without penalty, liability or expense of any kind to Contractor, as of the last date on which sufficient funds are appropriated. Customer shall use its reasonable efforts to give Contractor reasonable advance notice of such termination.

1.16 Non Discrimination in Contractor Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee of, any contracted employee working with Contractor, or applicant for employment with Contractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts

Contractor shall include in all subcontracts relating to the Agreement Space a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination In Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by Contractor, or where the work is being performed for the Contractor or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) HRC Form

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Contractor hereby represents that prior to execution of the Agreement: **(a)** Contractor executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and **(b)** the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for services under this Agreement are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

1.17 Tropical Hardwood and Virgin Redwood Ban

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Contractor nor any of its contractors shall provide any items to Customer in the construction of the Agreement Space or otherwise in the performance of this Agreement which are tropical

hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Contractor fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Contractor shall be liable for liquidated damages for each violation in an amount equal to Contractor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Contractor from any contract with the City and County of San Francisco.

1.18 Resource-Efficient Buildings and Pilot Projects

Contractor acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient buildings and resource-efficient pilot projects. Contractor hereby agrees that it shall comply with all applicable provisions of such code sections.

1.19 Certification by Contractor

By executing this Agreement, Contractor certifies that neither Contractor nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental Customer. In the event Contractor or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental Customer, it shall immediately notify the Customer of same and the reasons therefore together with any relevant facts or information requested by Customer. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Agreement. Contractor acknowledges that this certification is a material term of this Agreement.

1.20 Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, Agreements, licenses, responses to Requests for Proposals, and all other records of communications between Contractor and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, Agreement, license or other benefit until and unless that person or organization is awarded the contract, Agreement, license or benefit. Information provided which is covered by this Section will be made available to the public upon request.

1.21 Conflicts of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Customer's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said

provisions, and agrees that if Contractor becomes aware of any such fact during the Term of this Agreement, Contractor shall immediately notify Customer.

1.22 Notification of Limitations on Contributions

Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Customer for the selling or leasing of any land or building to or from the Customer whenever such transaction would require approval by an Customer elective officer or the board on which that elective officer serves, from making any campaign contribution to (1) an individual holding an Customer elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to Customer the names of each person, entity or committee described above.

1.23 Cooperative Drafting

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

DRAFT ONLY

| Service Category | Service Code | Service Code Description | Rate | Quantity | Unit | Extended per month | End of Year |
|------------------|--------------|---|------------|-------------|------|-------------------------|------------------------------|
| <u>Year 1</u> | | | | | | | |
| F300 | F305 | POWER EXCEEDING 3.5kW | \$117.00 | 22 KW/MONTH | | \$2,574.00 | \$30,888.00 |
| F300 | F310 | BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP | \$1,709.00 | 20 CABINET | | \$34,180.00 | \$410,160.00 |
| G400 | G420 | NETWORK INSTALLS | \$110.00 | 20 HOUR | | \$2,200.00 | \$26,400.00 |
| | | | | | | <u>\$38,954.00</u> | <u>\$467,448.00</u> |
| <u>Year 2</u> | | | | | | | |
| F300 | F305 | POWER EXCEEDING 3.5kW | \$117.00 | 22 KW/MONTH | | \$2,574.00 | \$30,888.00 |
| F300 | F310 | BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP | \$1,709.00 | 20 CABINET | | \$34,180.00 | \$410,160.00 |
| G400 | G420 | NETWORK INSTALLS | \$110.00 | 20 HOUR | | \$2,200.00 | \$26,400.00 |
| | | | | | | <u>\$38,954.00</u> | <u>\$467,448.00</u> |
| <u>Year 3</u> | | | | | | | |
| F300 | F305 | POWER EXCEEDING 3.5kW | \$117.00 | 22 KW/MONTH | | \$2,574.00 | \$30,888.00 |
| F300 | F310 | BASIC TENANT MANAGED SERVICES CABINET GOLD CAMP | \$1,709.00 | 20 CABINET | | \$34,180.00 | \$410,160.00 |
| G400 | G420 | NETWORK INSTALLS | \$110.00 | 20 HOUR | | \$2,200.00 | \$26,400.00 |
| | | | | | | <u>\$38,954.00</u> | <u>\$467,448.00</u> |
| | | | | | | Year 1 Total | \$467,448.00 |
| | | | | | | Year 2 Total (plus 5%) | \$490,820.40 |
| | | | | | | Year 3 Total (plus 5%) | \$515,361.42 |
| | | | | | | 3 YEAR IAA Total | <u><u>\$1,473,629.82</u></u> |

