

EXHIBIT A - SCOPE OF SERVICES

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|--------------------------------------|----------------------------|--|----|--|
| CUSTOMER INFO: | | | | |
| ACCOUNT: | City of Salinas | | | |
| CONTACT: | Patricia Barajas | | | |
| TITLE: | Interim IT Manager | | | |
| PHONE: | 831-758-7001 | | | |
| EMAIL: | patriciab@ci.salinas.ca.us | | | |
| | | | | |
| CONTRACT TYPE: | FOUNDATION | | | |
| DEFINITION: | REACTIVE/BREAK/FIX | | | |
| TERM: | ANNUAL | | | |
| TERM DATES: | 10/1/23 - 6/30/24 | | | |
| | | | | |
| CONTRACT PRICE: | | | | |
| Base Price: | \$45000.00 | | | |
| (+) Onboarding | \$0.00 | | | |
| (+) Network Monitoring: | \$0.00 | | | |
| TOTAL PRICE: | \$45,000.00 | | | |
| | | | | |
| Auvik Nodes Included: | | | 20 | |
| Block of Time Included (Hours): | | | 10 | |
| | | | | |
| BILLING SCHEDULE: | QUARTERLY | | | |
| Invoice #1 | 10/1/23 | | | |
| Invoice #2 | 1/1/24 | | | |
| Invoice #3 | 4/1/24 | | | |
| Invoice #4 | 7/1/24 | | | |
| | | | | |
| SERVICE LEVEL AGREEMENT (SLA) | | | | |
| Acknowledgement | 30 Minutes | | | |
| Remote | 4 Hours | | | |
| On-site | Next Business Day (NBD) | | | |

1. COVERED EQUIPMENT

| COVERED EQUIPMENT | | | |
|-------------------|--|-----|--|
| WAN ROUTERS | | YES | |
| LAN SWITCHES | | YES | |
| FIREWALLS | | YES | |
| WIRELESS | | NO | |
| DATA CIRCUITS | | YES | |

2. SERVICES

2.1 Unlimited Service calls

2.2 Remote Problem Resolution

2.3 On-Site Problem Resolution

2.4 Network Documentation

2.4.1 Network documentation shall be maintained within the Cloud-Based network monitoring solution (Auvik). Such network documentation includes, but not limited to: Network hardware model numbers, Serial Numbers, IP information, Configurations, and vlan information.

2.4.2 Workbook will be created with all relevant network documentation upon onboarding process

2.4.3 Visio Diagram will be created upon onboarding process

2.5 Firmware Management & Review

2.5.1 As needed to maintain working configuration. If firmware updates are required, Cadence will coordinate with affected sites to do firmware updates. Scheduled maintenance windows happen after hours and not during production hours as this would not be industry best practices.

2.6 Health Checks - As needed to maintain working configuration.

2.7 Network Monitoring

2.7.1 Cloud Based Network Monitoring is built into this contract according to the scope and its term of this contract. Cadence shall provide customer personnel login access to receive alerts and network monitoring information.

2.7.2 Monitored Nodes - A monitored node is considered any managed routers, switch, firewall, and wireless controller capable of sending SNMP information to the Auvik collector. If the customer wants additional nodes outside the scope of this contract, they can be purchased @ \$25/month/node.

2.7.3 Collector - The customer shall provide a dedicated workstation or virtual machine to run a "collector" on the network. Cadence Team shall install and configure the "collector" for purposes of monitoring the network.

2.7.4 Network Monitoring Limitations - Network monitoring capabilities are limited to the features provided by Auvik (RMM tool)

2.8 Warranties and Renewals Management

2.8.1 Cadence will provide renewals and warranty management for the equipment covered under this agreement.

2.9 Block of Time

2.9.1 Blocks of time are used for supplemental adds/moves/changes that can be completed within an hour or two. This contract may or may not be included in this contract for work considered outside the scope of this contract and within Cadence's expertise. The customer has the right to purchase additional hours in 5 hour increments at the rate of \$175/hr. Unused hours from Blocks of Time expire with the contract expiration date.

Blocks of time are used for supplemental adds/moves/changes that can be completed within an hour or two.

2.9.2 Blocks of time are intended as a flexible and cost effective alternative to a "fixed project charge", whereas the customer chooses to pay for professional services on a time and materials basis for 1) incidental help associated with, but not limited to minor network adds/moves/changes/documentation/troubleshooting/on-going support for such services, 2) that can be accomplished on a SCHEDULED basis, and/or 3) fixed pricing for professional services can not be immediately determined. Blocks of time do not include an SLA (service level agreement) for priority response other than the SLA associated with the warranty period for professional services completed under the block of time. If on-going support requiring an SLA is required, consult your Cadence Team account manager for additional product offerings.

2.10 Asset Lifecycle Management

2.10.1 Asset List. A list of assets is kept as part of the documentation and limited to the network devices supported under this contract.

2.10.2 Asset Life Cycle Management. Cadence Team monitors the lifecycle of the network equipment included on the contract. This is important for a few reasons: a) budgeting for technology refresh, b) ensure products are within the life cycle and supported by the manufacturer.

3. CUSTOMER RESPONSIBILITIES AND CADENCE TEAM LIMITATIONS

3.1 Manufacturer Warranties.

3.1.1 Manufacturer extended warranties. Manufacturer extended warranties are not included under the terms of this contract and shall be quoted and renewed separately from this service contract.

3.1.2 Required Mfr Warranties. The customer may be required to purchase extended manufacturers support contracts as required by the customer's Recovery Time Objectives. If the customer can purchase manufacturer extended warranties through Cadence Team. Should the customer require any additional Software/Hardware and/or manufacturers extended maintenance contracts for hardware listed above for reasons unrelated to Cadence Team's obligation per the terms of this agreement, it shall be the Customer's responsibility to bear the cost of such services.

3.1.3 Spares. **Cadence Team is not stocking spare hardware. In the event of hardware failures, the customer is ultimately responsible for stocking spare parts and/or purchase manufacturer extended warranties for business critical parts based on Recovery Time Objectives (RTO).**

3.1.4 Cadence Team's SLA affected by manufacturer warranties. Service level agreement and response time for issue resolution associated with replacement of a damaged or defective hardware shall be subject to the service level purchased as part of the manufacturer extended warranty. Therefore, Cadence Team's SLAs defined under this contract could be affected by the limitations of manufacturer advanced replacement SLA for damaged and/or defective hardware.

3.2 Authorized customer staff can contact Cadence support directly to report an issue. Only qualified IT members who can discern that something is indeed a networking issue can open a ticket. If multiple staff members, then the ticket must go through a qualification process that qualifies the ticket as a network related issue.

3.3 Network issues caused by something other than the network and/or components supported under this agreement. Cadence will serve as a main point of contact between the customer and third party vendors and keep the trouble ticket open until the ticket or issue is resolved.

3.4 Cadence Team shall not be responsible for third party software applications including but not limited to VoIP systems or any other application that relies on the network for connectivity..

4. ADDITIONAL PROJECTS OUTSIDE THE SCOPE OF THIS AGREEMENT

4.1 During the contract period, Cadence and/or the customer may propose a project to improve some technical functionality and/or add technology and features that better aligns IT with business/technical goals and result in additional hardware, software, and/or professional services.

4.2 Any additional projects proposed and agreed upon between Cadence and the customer shall be quoted and invoiced separately along with a dedicated Statement of Work (SOW) for said project.

4.3 In some situations, additional hardware and software might be required for Cadence to fulfill its obligation to the contract. Although best efforts have been made to identify all upfront costs, the customer is ultimately responsible for purchasing any necessary hardware/software required to support the network according to the terms of this contract unless otherwise agreed on between Cadence and the customer. These projects shall be purchased and paid for separately outside of this agreement.

EXHIBIT B
ADDITIONAL TERMS APPLICABLE TO SCOPE OF SERVICES
Additional Requirements/Obligations/Exclusions