

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> July 5, 2022	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Information Systems  
**APPROVING PARTY:** Jeremy Miller, Chief Technology Officer  
**PHONE NUMBER:** 530-289-2890

**AGENDA ITEM:** Renewal of Contract between Cadence Team, Inc. and the County of Sierra for network support services.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Cadence, Inc provides the County with much needed high level network support. This is a continuation of the current contract in place. This item is currently allocated in the budget. See attached memo for more information.

**FUNDING SOURCE:** General Fund, HHS, SO  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$45,000 Annually

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2022- _____ Agreement 2022- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# SIERRA COUNTY

Information Systems Department  
P.O. Box 255  
Downieville, California 95936



## Memo: Description of Need

There are currently three positions that make up the IT department one of which is not currently filled but needed. It is my desire to continue our network support contract to provide the high-level support as well as taking on tasks for server and network maintenance. While it is my intention to fill this open position, I believe the current state of our network and the work that needs to be addressed, the County would continue to benefit in our ability to offset some of this high-level workload. Over the past year, this has proven to be true on many occasions.

This network support has allowed us to implement much needed upgrades and support without sacrificing the time of our current staff. Many of the tasks this contract has provided support on have been integral in keeping the Counties network and infrastructure operational. Tasks that have not been done in the past and need to be implemented across the entire network such as firmware updates, server updates, and product lifecycles in addition to hardening our external network protection posture are needed. There is still a lot of work to be done to get Sierra County up to standard with infrastructure and cybersecurity protection. With the migration to new systems, there will be a lot of training requirements as well as coordination with the departments utilizing the new systems and features.

Although we are continuously working towards performing this work in-house, I still anticipate needing this contract for at least one to two more years while we continue our efforts to improve and update our current network security systems and continuing to provide day-to-day support to Sierra County departments and employees. This contract is currently accounted for in this years budget and will not require a budget transfer.



## TeamCARE AGREEMENT

THIS MANAGED NETWORK SERVICES AGREEMENT (MNSA) is entered into this 1st day of, July, 2022, between Cadence Team, Inc., a California corporation, ("Cadence"), with its principal place of business located at 733 Sherwood Drive, Yuba City, CA 95991 and the undersigned:

Legal Name: Sierra County (hereafter "Customer")

a CA  Corporation  Partnership  Limited Partnership  Sole Proprietorship  LLC  Other

Location: 100 Courthouse Dr., Downieville, CA 95936,

Contact/Title Jeremy Miller, CIO

Billing Address: 100 Courthouse Dr., Downieville, CA 95936 Phone (530) 289-2890

WHEREAS, Cadence is engaged in the business of, among other things, providing services involving the design, installation and support of Local Area Networks, Wide Area Networks ("Services"), Servers and Storage Area Networks;

WHEREAS, Customer believes outsourcing responsibility for its computer network infrastructure support will increase productivity of its staff and minimize business disruption resulting from network failures;

WHEREAS, Customer desires to engage Cadence for the purpose of providing certain technical support and maintenance services, as further described herein, and Cadence is willing to provide those services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cadence and Customer agree as follows:



## TERMS AND CONDITIONS

### 1. Scope of Services

- 1.1. Cadence shall perform such standard network infrastructure maintenance and support services as hereinafter set forth, in addition to specific services set forth in Exhibit A entitled (Additional Terms Applicable to Scope of Services). Standard Services shall include: a.) maintaining a Cadence approved working configuration, b.) provide proactive support on a recurring basis, and c.) minor configuration changes agreed upon between Cadence and the "customer".
- 1.2. Response Time - The decision to address any Trouble Ticket by remote or on-site troubleshooting, identification and repair work shall be made in the sole discretion of Cadence. Cadence Team shall make commercially reasonable efforts to respond to trouble tickets in a timely manner, regardless of the urgency or lack thereof. *Cadence's Response Time obligations under this provision is subject to any limitations set forth in Exhibit A, Additional Terms Applicable to Scope of Services.*
- 1.3. Critical vs Non-Critical Alerts  
Critical Alerts - resulting from environmental outages affecting multiple users and impacting production.  
Non-Critical Alerts - all other alerts not defined as "critical" resulting from non production impacting alerts such as VM CPU Alert, Auto-Resolved, and day-to-day Move/Adds/Change Requests (within scope of contract)
- 1.4. SLA (Service Level Agreement) for Critical Alerts  
SLA and response times are set forth in this section. Upon receipt of a Trouble Ticket opened in compliance with the procedures set forth in Exhibit C, Cadence shall:  
Normal Business Hours (8a - 5p, Monday - Friday x Next Business Day On-Site Response) - provide the customer with a mutually agreed upon acknowledgement within thirty (30) minutes. As soon as practicable thereafter, but not more than four (4) hours, Cadence shall commence troubleshooting and identification of any network problem covered under this Agreement. On-site resolution shall be next business day.
- 1.5. SLA (Service Level Agreement for Non-Critical Alerts)  
Cadence shall provide acknowledgement of Non-Critical Alerts within twenty four (24) hours, Monday - Friday. As soon as practicable thereafter, but not more than twenty-four (24) hours, Cadence shall commence troubleshooting, identification and repair of any network problem covered under this Agreement.
- 1.6. <Intentionally Blank>
- 1.7. Trouble Ticket Procedure – See EXHIBIT C  
RESERVED
- 1.8. Excluded Services.  
Services which shall be specifically excluded from the Standard Scope of Services under



this Agreement unless set forth in Exhibits A shall include, but not be limited to, a.) Any projects that are new and outside the scope of this agreement;

1.9. Customer Modifications.

Any modifications performed by the customer to working Cadence approved configurations must be approved in advance by Cadence to ensure network maintainability and/or notify Cadence as soon as practical of the changes. Work performed by Customer which is not approved in advance by Cadence will not be part of the Standard Services covered hereunder or in the Exhibits attached hereto. In the event repair or extraordinary maintenance work is required by Cadence to remediate network configuration problems resulting from unapproved Customer changes, Customer shall be charged an additional agreed upon fee for such extra services.

1.10. Additions to Scope of Services.

In the event Customer desires to add additional functionality, hardware, software, and the like, to the network and/or additional Cadence Services not otherwise considered daily administration of the Infrastructure as a Service and included in this Agreement or in Exhibits A, Cadence will provide: 1. A separate quote for hardware/software infrastructure and professional services 2. Scope of Work for the installation of said hardware/Software and 3. quote for any resulting cost increase representing applicable support charges to the existing contract. These supplemental support charges for newly added network equipment and/or services to this Agreement will be quoted on a prorated basis to effect simultaneous termination with the expiration of this Agreement.

1.11. Network Documentation.

Cadence will keep all network documentation current to execute the work performed under this contract.

1.12. Facility Locations and Covered Equipment.

Equipment, hardware and facility locations shall be set forth in Exhibit B entitled Facility Locations and Covered Equipment. This information is provided by Auvik RMM Tool.

1.13. Hosted Network Monitoring Services.

Cadence will be providing Hosted Network Monitoring Services as provided in Exhibit A. The monitoring service will be hosted by "Auvik Networks".

## 2. Price and Payment

Customer will pay Cadence for Services rendered as follows:

2.1. Setup Fees

If applicable, in consideration of Cadence providing the network setup described in Exhibit A, Customer agrees to pay Cadence the initial Setup fee in the amount of **\$0.00** within thirty (30) days of execution of this Agreement.

2.2. 12 Month Support Fee

In consideration of Cadence providing the maintenance and support services described herein, Customer shall pay Cadence the 12-month support Fee in the amount of **\$45,000.00** according to section 2.4 below. This Support Fee may be modified by Cadence for each renewal term by written notice to Customer at least thirty (30) days prior to the end of the then-current Term.

2.3. Additional Charges. In the event Cadence is required to take actions to correct a difficulty or defect that is traced to Customer errors, modifications, enhancements,



software, or hardware, or perform other work not contemplated by this Agreement or Exhibit A attached hereto, then Customer shall compensate Cadence for such actions by paying Cadence its time and materials charges at its then-current hourly rates.

- 2.4. Payment Terms. Support Fees due Cadence hereunder shall be paid by Customer to Cadence at the address set forth above. Payment for renewal terms shall be due on each anniversary of the Effective Date, unless partial payment terms established in section 2.5.
- 2.5. Partial Payment Terms. Billing shall be on a quarterly basis. Customer shall pay properly submitted and undisputed invoices within 30 days after Customer receipt.
- 2.6. Credits. Any credits in this section will be applied on a quarterly basis.
- 2.7. Payment Schedule. Quarterly payments in this section equal the cost of the contract on a quarterly basis.

Quarter 1 - July 1st, 2022 - Sept 1st, 2022 = \$11,250  
Quarter 2 - Oct 1st, 2022 - Dec 31st, 2022 = \$11,250  
Quarter 3 - Jan 1st, 2023 - March 31st, 2023 = \$11,250  
Quarter 4 - April 1st, 2023 - June 30th, 2023 = \$11,250

### 3. Term and Termination

This contract is an annual agreement and shall terminate of its own force upon the expiration of said term and shall terminate of its own force upon the expiration of said term. Cadence and Customer may agree to renew this Agreement for an additional twelve months on similar or adjusted terms. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other prior to the end of each quarter stated above in section 2.7. Cadence shall not issue a refund for any portion of the contract .

Either party may terminate this Agreement at any time for material breach, provided, however, that if Customer terminates Cadence, Customer hereby agrees to provide Cadence with two (2) business days prior written notice of the material breach, sufficiently detailed so that the nature of the alleged material breach is clear, and Cadence has a reasonable opportunity to cure the breach. Termination for material breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

### 4. Obligations of Customer

4.1 Customer will immediately notify Cadence upon learning of any significant problem with the performance of the network. Customer shall cooperate with Cadence in connection with its performance of the Services by providing access to Customer's physical premises as reasonably necessary from time to time. Customer will notify Cadence within a commercially reasonable time regarding any change in the identity of Customer's Network Administrator or point of contact.

4.2 <REMOVED>



4.3 For Applications supported by Cadence per (Exhibit A Section 8), Cadence retains the right to deny support for applications outside its ability to support. If the customer wants Cadence to support a new application, the application must be approved by the Cadence Team.

4.4 Customer shall provide Cadence with administrative access to all covered network equipment and provide remote access to such devices for remote troubleshooting.

## 5. Confidential Information

5.1 All information relating to Customer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Cadence and will not be disclosed or used by Cadence except to the extent that such disclosure or use is reasonably necessary to the performance of Cadence's Work.

5.2 All information relating to Cadence that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Customer and will not be disclosed or used by Customer except to the extent that such disclosure or use is reasonably necessary to the performance of Customer's duties and obligations under this Agreement.

5.3 These obligations of confidentiality will extend indefinitely after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

## 6. Warranty and Disclaimer

Customer acknowledges that no computer network system can be made completely stable or secure, and that Cadence cannot guarantee the stability, safety or security of Customer's network or data. Cadence warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. Customer is solely responsible for implementing and monitoring appropriate operational and security procedures. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 7. Limitation of Liability

In no event will Cadence be liable for any loss of profit or revenue by Customer, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Customer has advised of the possibility of such loss or damages. In no event will Cadence be liable for any loss of data that may occur, unless the cause of such loss of data is Cadence's willful, wanton, malicious and/or intentional misconduct. The total liability of Cadence for all claims of any kind arising as a result of or related to Cadence's performance under this Agreement, or to any act or omission of Cadence, whether



in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Customer to Cadence for the Services during the twelve (12) month period preceding the date the claim arises.

**8. Indemnification**

Customer will defend, indemnify and hold Cadence harmless (including its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies) against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Cadence therein, arising out of or in conjunction with Customer's performance under or breach of this Agreement, including without limitation, any claims of infringement of intellectual property rights, Customer misuse, or failure to adhere to the requirements of this Agreement or the failure, outage, unavailability, or malfunction of any equipment or energy source whatsoever.

Cadence Team will defend, indemnify and hold Customer harmless (including its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies) against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Customer therein, arising out of or in conjunction with Cadence Team's performance under or breach of this Agreement, including without limitation, any claims of infringement of intellectual property rights, Cadence Team misuse, or failure to adhere to the requirements of this Agreement or the failure, outage, unavailability, or malfunction of any equipment or energy source whatsoever.

**9. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

**10. Relation of Parties**

The performance by Cadence of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Cadence and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. It is understood and agreed that Cadence enters into this Agreement as, and shall continue to be, an independent contractor. Cadence shall at all times maintain the right to control its work activities and shall determine, in its sole discretion, the manner and means by which the Services are to be accomplished, subject to the express provisions of this Agreement.

**11. Employee Solicitation/Hiring**

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.





12. **Governing Law and Venue for Disputes.**

This Agreement is to be construed in accordance with and governed by the laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction other than the laws of the State of California to the rights and duties of the parties. Jurisdiction and venue of any litigation arising out of or related to this Agreement will be exclusively in the federal and state courts of Placer, California, and each party hereby consents to personal jurisdiction and service in such court.

13. **Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. **Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. **Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control, including without limitation, acts of God and labor strikes.

16. **No Waiver**

The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. **Entire Agreement**

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.



**Sierra County**

Cadence Team, Inc.

\_\_\_\_\_  
Authorized Signature  
Sierra County

\_\_\_\_\_  
Authorized Signature  
Cadence Team, Inc

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jeremy Caudill – CEO  
Printed Name

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated



**EXHIBIT A  
MANAGED NETWORK SERVICES AGREEMENT**

**ADDITIONAL TERMS APPLICABLE TO SCOPE OF SERVICES**

**1. CADENCE TEAM RESPONSIBILITIES**

- 1.1 Managed Infrastructure Definition – Cadence will support and manage customer owned network/servers/and storage infrastructure (Infrastructure Assets) as a service.
- 1.2 Administration definition – Cadence will provide administration and configuration services according to the appropriate SLA as defined in SECTION 11 below, meaning that any modifications to the infrastructure configuration resulting from, including, but not limited to:  
1. New users, 2. New applications, 3. password management, and 4. Access to network resources
- 1.3 Managed Infrastructure Components:
  - 1.3.1 NETWORKING/WIRELESS  
Monitor, administrate, support, and maintain all networking devices (Switches, Routers, WAPs).
  - 1.3.2 STORAGE  
Monitor, administrate, support, and maintain the Nimble storage array.
  - 1.3.3 SERVERS  
Monitor, administrate, support, and maintain all server hardware.
  - 1.3.4 HYPERVISOR - VMware Hypervisor
  - 1.3.5 FIREWALL  
Firewall management, administration, support, and maintain all firewall devices.
  - 1.3.6 SYSTEM SECURITY AND REMEDIATION  
Administrate, support, and maintain firewall
  - 1.3.7 NETWORK MONITORING - Cadence will use a cloud-based network monitoring tool through Auvik Networks.
- 1.4 Managed Application Components:
  - 1.4.1 BACKUP SERVER (VEEAM) - VEEAM ONLY
- 1.5 Service Components: -
  - 1.5.1 Support – troubleshooting of issues
  - 1.5.2 Health checks – will include firmware updates and scheduled health checks provided as necessary.
  - 1.5.3 Configuration Management – configuration management (excluding professional services as described in Section 1.4 and 1.5)
  - 1.5.4 Monitoring – Cadence will provide a network monitoring service (cloud-based) for all switches, firewalls, and routers and shall provide customer internal IT staff with alert notification and access to monitoring tools.
  - 1.5.5 Asset Management – Cadence will track all Infrastructure Assets.
  - 1.5.6 Reporting - As discussed in Exhibit A, Section 13



- 1.6 MFR EXTENDED SUPPORT CONTRACTS PROVIDED BY CADENCE
  - 1.6.1 NONE - Manufacturer extended warranties are not included under the terms of this contract and shall be quoted and renewed separately from this service contract.
  - 1.6.2 The customer shall be required to purchase extended manufacturers support contracts on equipment listed in Section 4 (below).
- 1.7 SERVICE LEVEL AGREEMENT & RESPONSE TIMES
  - 8a - 5p, Monday - Friday (Excluding Cadence observed holidays)
  - 30 minute acknowledgement of initial opening of trouble ticket
  - Next Business Day on-site response.
  - Also refer to Section 1.2 - 1.6 of main contract

## 2. CUSTOMER RESPONSIBILITIES

The customer will be responsible for all components and services not included under Section 1, including but not limited to the follow:

- 2.1 REQUIRED - MFR EXTENDED SUPPORT CONTRACTS PROVIDED BY CUSTOMER
  - The customer shall be required to purchase extended manufacturers support contracts on equipment listed in this section. Manufacturer warranties shall be quoted and ordered separately from this support contract.
  - 2.1.1 ROUTERS and SWITCHES - Cisco Smartnet Required
  - 2.1.2 ACCESS POINTS – Cisco Smartnet required
  - 2.1.3 FIREWALLS - Cisco Smartnet required
  - 2.1.4 SERVERS - Dell Support
  - 2.1.5 STORAGE - HPE Nimble Support
  - 2.1.6 BACKUP - Veeam Support(Backup Software)
  - 2.1.7 HYPERVISOR (VMware) - REQUIRED
- 2.2 APPLICATION – MICROSOFT SERVER OS
  - 2.2.1 Support and Administration
  - 2.2.2 Server Patch Management
  - 2.2.3 Server Patch Verification
- 2.3 APPLICATION - MS ACTIVE DIRECTORY SERVICES/USER MANAGEMENT -  
Supported by customer
- 2.4 APPLICATION – MS ACTIVE DIRECTORY
  - 2.4.1 Monitoring AD, DHCP, and DNS health and ensuring services are up and running.
- 2.5 APPLICATION – ANTI-VIRUS
- 2.6 All things related to MICROSOFT DESKTOP OS



- 2.7 TIER 1 SUPPORT & END USER INTERACTION  
Customers will be primarily responsible for all Tier 1 Support and end user interaction unless any ticket escalated to Cadence requires interaction with the end user.
- 2.8 END USER DEVICES (HARDWARE/SOFTWARE)  
Support and Maintenance of all All end-user devices and VDI Environment including, but not limited to: PCs, Laptops, and peripherals (Mouse, Keyboard, Monitors, Printers, Associated Cables, TVs) as well as all physical cabling infrastructure, mobile devices, phones, and Vmware Horizon Air Solution.
- 2.9 MOBILE DEVICE MANAGEMENT  
Support and Maintenance of all mobile devices.
- 2.10 "FEET ON THE GROUND"  
In the event, a trouble ticket is opened automatically through Cadence Team provided RMM tools or by Cadence Support Team and requires "feet on the ground" Cadence may call on the customer to facilitate *requested* tasks.
- 2.11 APPLICATIONS & DATABASES  
Customer will be responsible for supporting all in-house databases, desktop based applications (adobe, MS Office, Java,...etc) and server based applications (Jetfile, Risklink,..etc)
- 2.12 PHONE SYSTEM  
Customer shall be responsible for Support and Maintenance of the phone system.
- 2.13 CLOUD-BASED APPLICATIONS - Support for any cloud-based applications such as (efax)
- 2.14 MANUFACTURER EXTENDED WARRANTIES  
Per Section 1.6 above, Manufacturer extended manufacturer support contracts are NOT included as part of said contract and shall be purchased separately. Cadence is not responsible for hardware warranties. The additional costs of hardware warranties can be rolling into this contract at an additional charge.
- 2.15 Network Monitoring
  - 2.15.1 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.



### 3. MFR EXTENDED WARRANTIES

- 3.1 Should the customer require any additional Software/Hardware and/or manufacturers extended maintenance contracts and/or Firmware Updates for hardware listed in Exhibit B 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.
- 3.2 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.

### 4. TICKETING & AUTOMATION TOOLS

- 4.1 Cadence will provide a cloud-based ticketing system and automation tool used for opening and closing trouble tickets and software patch automation.
  - 4.1.1 Cadence shall provide customer approved personnel login access to use for ticketing and tracking support calls.

### 5. STATUS MEETINGS AND REPORTING

Recurring weekly and quarterly meetings shall be scheduled with the customer to include, but not be limited to: 1. Network Health, 2. Types of trouble tickets, 3. Issues and resolved issues, 4. Planning, 5. Proposed projects, 6. Project status

Cadence will implement new weekly, monthly, and quarterly reports as followings:

#### ***Weekly Reporting***

Report 1 - Verification of Successful Backups as defined by the desired backup schedule. The report will ensure backups of critical data are successful as defined by backup schedule to avoid loss of data.

#### ***Monthly Reporting***

Report 2 - Virtual Server (VM) Uptime. The report will show the availability of critical VMs on a monthly basis to identify any potential issues and require attention.

Report 3 - Virtual Server (VM) Storage Consumption. The report will show the utilization of storage capacity on a VM basis and be used to monitor storage consumption increases and decreases for capacity planning and growth purposes.

Report 4 - Trouble Tickets (Opened and Closed). The report will show the number of tickets opened and closed on a monthly basis to ensure ticket resolution happening in a timely manner.



Report 5 - Completed tasks related to adds/moves/changes. The report will show tasks completed and provide an account of work load.

**Quarterly Reports and CIO Meetings**

Typically, an agenda is set by the customer to show topics of conversations during our meetings. We would like to propose a format mutually agreeable between Cadence and the customer to help prepare for these meetings by gathering necessary data prior to the meeting.

Report 6 - Infosight Data on Physical Storage utilization. The report will show overall utilization of physical storage capacity to aid in capacity planning.

6. NO FIRE DRILLS

Customer may not create unplanned or unscheduled “fire drills” to test response times or otherwise. Any test of the environment, which may result in an outage or support response from Cadence, must be planned, scheduled and communicated with Cadence in advance. Maintaining uptime is our primary objective. Fire Drills are an unnecessary risk in order to ensure systems are in place to recover the environment due to an outage.

7. PLANNED DR FAILOVER TESTING - NA

8. ALERTS

Alerts regarding infrastructure events will only be sent to Cadence. Cadence will generate tickets and communicate with the customer per the SLA response times. Cadence will document the resolution in the ticket and maintain communication with the customer per the SLA. This will help to streamline communication and improve efficiency while still ensuring a desired level of service.

9. 2021 PROJECT ON RADAR

18.1 Vmware version upgrade 5.5 to latest version



**EXHIBIT B  
MANAGED NETWORK SERVICES AGREEMENT**

<RESERVED>

**EXHIBIT C  
TO SUPPORT AGREEMENT  
TROUBLE TICKET PROCEDURES**

<RESERVED>