

Communication Lifecycle Management Solution
Contract No. EPPRFP-01103

THIS AGREEMENT made and entered into by and between Tangoe U.S., Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 169 Lackawanna Avenue, Parsippany, New Jersey 07054 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (hereinafter referred to collectively as the "Parties"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Communication Lifecycle Management Hosting Solution, on a non-exclusive basis, that shall conform to the Schedule (Appendix A); Miami-Dade County's Expedited Purchasing Program Request for Proposals (EPPRFP) No. 01103 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated May 24, 2019, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Communication Lifecycle Management Hosting Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Authorized Users" to mean any County employee, contractor or agent, or any other person authorized by the County to access and use the SaaS Services through the County's account under this Agreement.
- b) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Schedule, all other appendices and attachments hereto, and all amendments issued hereto.

- c) The words "County Systems" to mean the County's information technology infrastructure, including computers, software, hardware, databases electronic systems (including database management systems) and networks, whether operated directly by the Contractor or through the use of third-party services
- d) The words "Contract Date" to mean the date on which this Agreement is effective.
- e) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean Tangoe U.S., Inc. and its permitted successors.
- g) The words "Contractor's Proprietary Software" mean means Contractor's internet accessible software, including any modules, and other technology that the County may be required to or have the option to use in conjunction with the Services, and any associated documentation made available to the County hereunder.
- h) The words "County Data" to mean any and all information, data, materials, works, or other content, relating to the County that may be disclosed at any time to the Contractor by the County or County's employees, agents, consultants, contractors, or vendors in anticipation of, in connection with, or incidental to the Contractor's performance of the SaaS Services for or on behalf of the County.
- i) The words "County Systems" to mean the County's information technology infrastructure, including computers, software, hardware, databases electronic systems (including database management systems) and networks, whether operated directly by the Contractor or through the use of third-party services.
- j) The word "Days" to mean Calendar Days.
- k) The word "Deliverable(s)" shall mean all Licensed Software and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.
- l) The words "Disabling Code" means any software, virus, Trojan horse, time bomb or other code that is harmful, disabling or which enables unauthorized access to the Contractor's Systems or County's Systems, or theft or damage to County Data, or otherwise impairs the operation of the Contractor's Systems, any County Systems, or any third-party system utilized by the Contractor in the Contractor's Systems.
- m) The word "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Solution which are furnished to Licensee by County in connection with the Software.
- h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

- n) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- o) The words "Intellectual Property Rights" means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.
- p) The word "Interfaces" to mean the Contractor's file transfer communication interfaces and data feeds mechanisms between the Contractor's Systems and the County's Systems which are developed, operated, owned and maintained by the Contractor pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of the County's Systems.
- q) The words "Licensed Software" to mean the commercially available programs, programming language, and data in machine readable code licensed by the Contractor to the County.
- r) The word "Maintenance" shall mean any activity intended to eliminate faults, to improve or to keep the Solution in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates.
- s) The word "Process", "Processing", and "Processed" to mean to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy.
- t) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- u) The word "Releases" shall mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.
- v) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- w) The words "Software as a Services" or "SaaS" to mean a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

- x) The word "Solution" to mean the total complement of Licensed Software, Services, customizations, Developed Works, all other items, tangible and intangible, designed to operate as an integrated group in order to provide the Solution functionality outlined in the Scope of Services.
- y) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- z) The words "Technical Support Services" to mean those services outlined in Appendix A which the Contractor provides to the County in order to ensure optimal performance of the Solution, include all components thereof.
- aa) The word "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries.
- bb) The word "Updates" shall mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.
- cc) The word "Upgrades" shall mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
- dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services and Fees Schedule (Appendix A), and 3) the Miami-Dade County's EPPRFP No. 01103 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this

Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the Parties or their authorized representatives.
- b) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- c) The Contractor shall provide the services set forth in the applicable Schedule, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- d) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- e) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- f) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes. Any such agreed upon changes to the Services shall be pursuant to a fully executed change order or amendment to the Agreement.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date that it is signed by the County or the Contractor, whichever is later, and shall continue through the last day of the 60th month. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

In the event that the County extends this contract for up to one hundred-eighty (180) calendar days, compensation due to the Contractor for the extended term will be based on a pro-ratio of the fees described in Appendix A, calculated on a monthly basis. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County Information Technology Department
Attention: Kawal Kaimchan
Phone: 305-596-8714
E-mail: Kawal.Kaimchan@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: uppaln@miamidade.gov

(2) To the Contractor

Tangoe US, Inc.
1 Waterview Drive
Shelton, CT 06484
Attention: Legal Department
Phone:
E-mail: legaldepartment@tangoe.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 6. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed

under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with the applicable Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Schedule, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 7. PRICING

Prices shall remain firm and fixed for the term of an applicable Schedule, unless the services provided under such Schedule are changed upon mutual written agreement of the parties; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to the applicable Schedule. Invoices received without accurate itemization shall not be considered a proper invoice. The Contractor shall provide an electronic file which is tab or coma delimited, in accordance with the Scope of Services, containing all backup information demonstrating all charges. The Contractor will make a reasonable effort to inform the County as to the availability of electronic invoicing on new Services being added to the Contract when available. It is at the County's sole discretion to provide written authorization to Contractor indicating an exception to this practice for new Services being offered. Electronic invoicing shall also include all software or tools generally made available by Contractor for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. In accordance with Title 47-Telecommunications, Chapter 1, Subchapter B, Part 32.2, 32.4, 42.10 and 42.11, Electronic Code of Federal Regulations (e-C.F.R.), the Contractor shall provide invoicing (billing) documents that are in compliance with the regulations as stated above.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. In addition to any of Contractor's other rights and remedies under this Contract, if any amounts owed by County under this Contract

are more than thirty (30) days overdue, Contractor shall have the right to suspend the Services provided to County under any Schedule, without any liability to County or any third party, until all past due amounts are paid.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein. Invoices and associated backup documentation shall be submitted by the Contractor to the County as designated by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County, Finance Department
Attn: Shared Services Payable Unit
111 NW 1st St., 26th Floor
Miami, FL 33128

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers or employees, may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers and employees as herein provided.

In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

Upon County's written notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440 or applicable law.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to

this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.
- E. Cyber Liability Insurance to include Privacy and Network Security in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of the written request. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days of the initial request, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire

during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County within a minimum of ten (10) calendar days of such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, immediately terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 10. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the written request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to replace any its personnel if so directed upon reasonable written request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all third-party claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 11. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose

continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification. In the event the Contractor wishes to substitute personnel, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13. DISPUTE RESOLUTION PROCEDURE

The County agrees to provide Contractor with written notice within sixty (60) days of becoming aware of a dispute under this Contract, including a dispute in which the County believes that any product or service does not conform to the Scope of Services and/or Service Level Agreement contained in this Agreement. The written notice must contain sufficient detail of the issue(s) the County contends are in dispute. Contractor will provide a written response to County that will include either a justification or a proposal addressing the issues presented in County's notice. The parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in County's notice. The County agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Contractor's appointed senior representative.

Senior representatives will meet at the County's office within sixty (60) days of the written dispute notice, unless otherwise agreed.

The final stage of senior representative engagement shall involve, on the County side, the County Mayor, or his or her designee(s), who shall consult with a representative with knowledge of the dispute in question from the end user, the Information Technology Department, of the services provided under the Agreement, whose conclusion shall be considered the final conclusion of the County. If the parties fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this Article shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

ARTICLE 14. MUTUAL OBLIGATIONS

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

ARTICLE 15. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain,

complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 16. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Services provided to the County hereunder. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The County shall ensure that the audit process does not disrupt Contractor's business and shall be conducted within business hours, in a reasonable and timely manner, no more than once annually and with a minimum of thirty (30) days' notice. Should the County's audit findings and reporting include any information considered an exemption under Section 119.071 (General Exemptions from Inspection or Copying of Public Records) of the Florida Statutes¹, such information shall be treated as confidential information in accordance with Florida's Public Records Law² and shall not be disclosed to third parties without Contractor's written authorization.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Notwithstanding the foregoing, Contractor shall not be required to provide the County with access or ability to view records or processes relating to Contractor's proprietary back end tool, belonging to Contractor's other customers, not directly related to the Services provided to the County, or in violation of applicable laws or Contractor's confidentiality obligations owed to a third party.

ARTICLE 17. ASSIGNMENT

Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Article 17 is void. This Agreement is binding upon and insures to the benefit of the parties hereto and their respective permitted successors and assigns.

ARTICLE 18. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, Contractor shall ensure that the provisions of this Contract apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County. The County agrees that Contractor may use the processors identified in Exhibit A (Tangoe Processor Table) to this Agreement when Contractor reasonably determines it necessary for the provision of the Services (Collectively, **"Processors"**). The County agrees that Contractor may transfer County data including any Personal Data across a country border to the Processors and may, upon notice to the County, vary this list of Processors when it reasonably determines it necessary for the provision of the Services.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Contractor shall ensure that Services performed by such Subcontractor strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement. The Contractor understands and acknowledges these requirements.
- e) The County may withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. The Contractor shall ensure that each subcontract it enters into with a Subcontractor requires that Subcontractor to protect the confidentiality of the County's and County's proprietary and confidential information. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 19. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 20. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force

of this Agreement as it shall remain after omitting such provision.

ARTICLE 21. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, the following: (i) the Contractor commits an Event of Default (as defined below in Article 22) if such Event of Default is not cured within 30 days of receipt of written notice; or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) If County terminates this Agreement for cause under Article 21(a)(ii) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that the Contractor has with the County and, if the County elects to terminate or cancel any other contract(s) with the Contractor, the Contractor is responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, the Contractor may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may also be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In the event that the County exercises its right to terminate this Agreement under this Article 21 the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement for cause under Article 21(a), the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

- f) All compensation pursuant to this Article are subject to audit.
- g) Contractor may terminate this Agreement and each Schedule for cause in the event of a material breach by the County if such breach is not cured within 30 days of receipt of written notice.

ARTICLE 22. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, including but not limited to, the following, when applicable to the Services:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 27 (Confidentiality) of this Agreement or makes an assignment in violation of Article 17 (Assignment).
 - viii. data breach
- b) When, in the sole opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide the County with adequate assurances to the satisfaction of the Project Manager, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. In the event that the Contractor fails to provide to the County the requested adequate assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation, and/or material breach, of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, terminating the Agreement.
- c) In the event the County terminates this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, subject to the terms of this Agreement.

ARTICLE 23. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If the County determines, in its sole discretion, that an Event of Default has occurred, the County may, but is not required to, so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County deems appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. If the County chooses to issue a Default Notice, the Default Notice must specify the date the Contractor shall discontinue the Services and stop work (*i.e.*, the Effective Termination Date).

ARTICLE 24. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) such other direct damages.

The Contractor shall also remain liable for any liabilities and third-party claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all third-party claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such third-party claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s),

or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 26. LIMITATION OF LIABILITY

- a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. A PARTY'S LIABILITY TO THE OTHER SHALL NOT EXCEED THE GREATER OF (A) 2 TIMES THE AMOUNTS PAID OR PAYABLE BY THE COUNTY TO THE CONTRACTOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$1,000,000. THE FOREGOING LIMITATION SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS ARTICLE SHALL NOT APPLY TO (I) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (II) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (III) A PARTY'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT.

ARTICLE 27. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from third-party claims resulting from Contractor's breach of any federal, state or local law in regard to the privacy of individuals.

- b) The County acknowledges that in the course of performance of its obligations pursuant to this Agreement, it may obtain Confidential Information of Contractor or its Affiliates. "Confidential Information" means all nonpublic information, including, but not limited to, trade secrets, know-how, techniques, processes, developments, inventions, products, services, samples, financial, business, pricing, sales or technical information, scripts, computer code, names of customers, suppliers or strategic partners, terms of this Agreement, negotiations or proposals, and other information disclosed in furtherance of the relationship between the parties: (a) in written or other tangible form and marked "Confidential" or with words of similar import; (b) orally or visually and identified as confidential or proprietary information at the time of disclosure.
- c) The County and the Contractor hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.
- d) Each party shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, each party agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- e) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the non-breaching party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such confidential information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 28. DATA PRIVACY AND SECURITY

- a) Undertaking by the Contractor. Without limiting the Contractor's obligation of confidentiality as further described in Article 27, the Contractor will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the County's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the County's Data; (c) protect against unauthorized disclosure, access to, or use of the County's Data; (d) ensure the proper disposal of County Data; and, (e) ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.
- b) Unauthorized Access. The Contractor will use commercially reasonable efforts to prohibit access to County Systems, in whole or in part, whether through the Contractor's Systems or otherwise.

- c) Contractor's Systems. The Contractor will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for the Contractor to access the County Systems or otherwise in connection with the SaaS Services ("Contractor's Systems").

ARTICLE 29. REPRESENTATIONS AND LIMITED WARRANTIES

29.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- a) It is duly organized, validly existing in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction or incorporation, organization or chartering;
- b) It has, and throughout the term and any renewal terms during which it does or is required to perform the SaaS Services will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder;
- c) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and
- d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar laws affecting creditors' rights generally and by general equitable principles.

29.2 Additional Contractor Warranties. The Contractor represents, warrants and covenants to the County that:

- a) it is in the business of providing SaaS Services
- b) it is the lawful licensee or owner of the SaaS Services (excluding any County Data therein) and has all the necessary rights in the SaaS Services to grant the use of the SaaS Services to the County;
- c) The Licensed Software and Services will substantially conform to and perform in accordance with the Documentation and all requirements of this Agreement;
- d) It will use its best efforts to ensure that no Disabling Code is introduced onto the County's computing and network environment by the SaaS Services; and
- e) It will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgement consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet the Contractor's obligations under this Agreement.

29.3 Additional County Warranty. The County represents, warrants and covenants to the Contractor that:

- a) The County owns or otherwise has and will have the necessary rights and consents in and relating to the County Data so that, as received by the Contractor and Processed in accordance with this Agreement, the County does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.
- b) Prior to the County's delivery to the Contractor of any County Data that is outside of the Contractor's Systems, the County shall use current industry state-of-the-art anti-virus measures to detect, prevent and remove Disabling Code, and to prevent the spread of Disabling Code between the parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

29.4 **DISCLAIMER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ARTICLE 29.1, ARTICLE 29.2 AND ARTICLE 29.3, ALL SERVICES AND CONTRACTOR MATERIALS ARE PROVIDED "AS IS" AND CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN THE COUNTY AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County, other than that that may be the subject of this Agreement (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) Except as otherwise provided in subsections a, above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants a limited, revocable, non-exclusive, non-transferable right and license to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. The County will access Contractor's Proprietary Software using username and passwords. User names and passwords will only be issued to employees of the County, or third parties that Contractor approves in writing. Contractor reserves the right to refuse issuing user names and passwords to such third parties that Contractor deems to be direct competitors of Contractor. In addition, the County may access Contractor's Proprietary Software using specific static Internet protocol (IP) addresses. The County shall be solely responsible for issuing, controlling and monitoring use of user names, passwords and static IP addresses and shall take all reasonable steps to safeguard user names and passwords and access to any such static IP address. The County shall immediately notify Contractor of any unauthorized disclosure or use of the passwords or access to Contractor's Proprietary Software or the need to deactivate passwords and provide to Contractor its reasonable cooperation to remedy such unauthorized disclosure or use. Passwords are subject to cancellation or suspension by Contractor upon the misuse of passwords by the County.
- c) The County may only use Contractor's Proprietary Software for the County's own internal use for the term defined in the applicable Schedule, solely in connection with the County's own internal business activities. The County shall not, and shall not knowingly allow third parties, to: (i) download or copy Contractor's Proprietary Software or otherwise reproduce Contractor's Proprietary Software or any portion thereof, except as expressly authorized by Contractor (provided, however, that the County may download any reports or data), (ii) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of Contractor's Proprietary Software, (iii) permit, rent, sell, lease, assign, resell, license, sublicense, distribute or otherwise transfer the use of or access to Contractor's Proprietary Software for use by third parties, (iv) use Contractor's Proprietary Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, or (v) create, write or develop any derivative technology or software program based on Contractor's Proprietary Software or any confidential information belonging to Contractor.
- d) Contractor retains ownership of Contractor's Proprietary Software and the Services and all related Intellectual Property Rights. Contractor reserves all rights not expressly granted

to the County in this Agreement. The County recognizes that Contractor's Proprietary Software has substantial monetary value and is considered a trade secret containing confidential information belonging to Contractor. The County shall ensure that any identification labels or legal notices contained in any aspect of Contractor's Proprietary Software are not modified, suppressed or in any other way made inconspicuous. The County acknowledges that Contractor's Proprietary Software is at times dependent upon the operating system of the device and that not all features are available on all device operating systems.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with the County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the County or any person or agency acting for the County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the County or any person or agency acting for the County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Review

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor, in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted***

contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG, , the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246,"Equal Employment Opportunity", as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."

- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The County shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall also be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor

violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. To the best of the parties' knowledge as of the Effective Date, no elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor

first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County or as otherwise authorized by this Agreement; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County may terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. The Contractor must participate in this invoice reduction portion of the UAP.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide a UAP Participant Validation Number to approved entities. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase

portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article 38, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM (FSHRP)

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make a good faith effort as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Within two (2) weeks of the end of the quarter, Contractor shall provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, including the source from which such employees were found, and payroll records and tallies of employee work hours, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

For purposes of compliance with the immediately preceding paragraph, the County acknowledges and represents the following:

- a) A "vacancy arising under a County contract shall mean a position that meets the following criteria: (1) the position is created and necessary because the County and Contractor have entered into an order pursuant to this Agreement (i.e. but for such order, no such position would have been created); (2) the position would require performance by a person within the physical boundaries of Miami-Dade County, Florida; and (3) the parties specifically identify the position in the applicable order along with the applicability of the requirement in this Article 41.
- b) Reports shall only be required for those quarters where a vacancy arising under a County contract occurs, and reported information shall be limited to that permitted by applicable laws.

- c) In no event shall Article 41 be construed to require the Contractor to create a position where the Contractor would not have a business need for such position.
- d) The determination of whether a particular candidate is suitable is solely within the Contractor's reasonable discretion.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 43. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 44. GRANT OF LICENSE

42.1 License. Contractor agrees to provide the County with the Solution and Documentation in accordance with the provisions contained within this Agreement.

42.2 Contractor grants the County a limited, revocable, non-transferable, non-exclusive license to use the Solution and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any component of the Solution.

ARTICLE 44. DELIVERY

43.1 Delivery of the Solution shall be according to the applicable Schedule.

43.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer of the Solution to the County upon the effective date of the applicable Schedule or implementation of the Services.

ARTICLE 45. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with maintenance and technical support services in the manner outlined in the applicable Schedule for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 46. PROTECTION OF SOFTWARE

45.1 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof.

45.2 Ownership. County further acknowledges that all copies of the Licensed Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any License Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Licensed Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 47. SOFTWARE MODIFICATIONS

46.1 Solution Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution. When requested by the County, the Contractor shall provide the requested Solution enhancements/modifications. Upon the County's request for such enhancements/modifications the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Solution, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 48. IMPLEMENTATION SERVICES

- a) Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete

Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

- b) Unless otherwise agreed to by the County, and when required pursuant to an applicable Schedule, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the Scope of Services, including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other Contractors that are supplying peripheral or ancillary equipment required for the use of the Solution; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.
- c) When required pursuant to an applicable Schedule, Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Solution performance.

ARTICLE 49. FUNCTIONALLY EQUIVALENT SOFTWARE

As long as the County maintains continuous Maintenance and Technical Support Services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees. In the event the County elects to transfer its license to the Solution to the Successor Products, the County shall return to Contractor the Licensed Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

ARTICLE 50. DATA OWNERSHIP AND RESTRICTIONS

50.1 Ownership of County Data. As between the County and the Contractor and its Subcontractors, the County is and will remain the sole and exclusive owner of all right, title and interest in and to all County Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Article 50.2.

50.2 Limited License to Use County Data. During the term of this Agreement and subject to the terms and conditions of this Agreement, the County hereby grants the Contractor a limited, royalty-free, fully paid up, non-exclusive, non-transferable and non-sublicensable license to Process the County Data in the United States as instructed by the County or an Authorized User and solely as necessary to provide the SaaS Services for the County's benefit as provided in this

Miami-Dade County, FL**EPPRFP No. 01103**

Agreement.


ARTICLE 51. PURCHASE OF ADDITIONAL PRODUCTS


Additional products related to the Solution for which the Contractor is the proprietary provider or authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

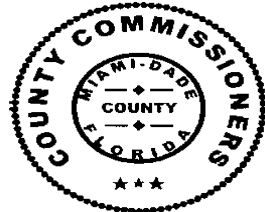
Miami-Dade County


By: 
DEB06BCA13A5456...
 Name: Frank Calandra
 Title: VP, Global Controller
 Date: August 10, 2020

By: _____
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: 11/2/2020
 Attest: 
 Clerk of the Board

Approved as to form
and legal sufficiency

Approved as to form
and legal sufficiency




 Assistant County Attorney

 Approved by Tango Legal

Exhibit A - Tangoe Processor Table

Name of Sub-processor/ Data Center	Role	Location(s)
Tangoe US, Inc.	Tangoe Parent	USA
Tangoe Canada, Inc.	Tangoe Subsidiary	Canada
Tangoe China Co., Ltd.	Tangoe Subsidiary	China
Tangoe EU B.V.	Tangoe Subsidiary	Netherlands
Tangoe Europe Limited	Tangoe Subsidiary	United Kingdom
Tangoe India Softek Services Private Limited	Tangoe Subsidiary	India
Tangoe PTY Limited	Tangoe Subsidiary	Australia
Tangoe Benelux Sprl	Tangoe Affiliate	Belgium
Tangoe International SRL	Tangoe Affiliate	Romania
Tangoe SAS	Tangoe Affiliate	France
8x8	Supplier	USA
A&B Groep	Supplier	Netherlands
Accessories For Less	Supplier	USA
Avid Exchange	Supplier	USA
Bubble Do Brasil Servicos Tecnologicos Ltda	Supplier	Argentina, Brazil, Panama
Capital One	Supplier	USA
CitySide Archives	Supplier	USA
Clifton Myers Enterprises India Private Limited	Supplier	India
CME Argentina	Supplier	Argentina
CME China	Supplier	China
CME Offshore SAL	Supplier	Lebanon
Cloudworks	Supplier	USA
Cognizant	Supplier	USA
CommData	Supplier	USA
Crown Worldwide GmbH	Off Site Data Storage	Frankfurt, Germany
Crown Worldwide SAS	Off Site Data Storage	France
Crown Worldwide SRL	Off Site Data Storage	Milan, Italy
Crown Records Management	Off Site Data Storage	France
Dell/Secureworks	SAAS	USA
DocuSign	Supplier	USA
Dynmark	Supplier	UK, USA
Easylink	Supplier	USA
FESCO Adecco Human Resources Service Suzhou Co., Ltd	Supplier	China
FIS	Supplier	USA
Formstack	Supplier	USA
Google	Supplier	USA
G Squared	Mobile and Helpdesk Fulfillment	USA
Hacker One	Supplier	USA
HCL Technologies	Supplier	USA
In Tech Group	Supplier	
InvoiceIQ	Supplier	USA
Invoicing Processing Systems, Inc.	Supplier	USA, India, Columbia, Ireland, Philippines
Iron Mountain	Off Site Data Storage	USA
Kofax	Supplier	USA
Lessonly	Supplier	USA
Level 3	Data Centre	USA
JP Morgan	Direct Pay Service Clients Only	USA
Modis	Supplier	USA
Netsuite	Supplier	USA
Onis	Supplier	USA, Mexico
Pentaho	Supplier	USA
Proprofs	Supplier	USA
Regus	Mail Receipt & Redirection	Global (https://www.regus.com/)
Re-Up Devices	Supplier	USA
SalesForce.com	Supplier	USA
ServiceNow	Supplier	USA, Germany

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Sisense	Supplier	USA
SmartSheets	Supplier	USA
Staxxos	Supplier	USA
TeamWork	Supplier	USA
Twilio	Supplier	USA
VATIC	Supplier	USA
WalkMe	Supplier	USA
Baker Tilly	Auditor	USA
Coalfire	Auditor	USA
Marcum	Auditor	USA
Amazon Web Services (AWS)	Data Center (Cloud)	Australia, Ireland, Germany, USA, UK, France
ATT	Data Center (Disaster Recovery)	USA
Azure	Data Center (Cloud)	Netherlands, USA, UK, Germany, France
CenturyLink	Data Center	USA
Data Foundry	Data Center	USA
Equinox	Data Center	France
Interoute	Data Center	France
GTT	Data Center	USA
NTT Communications	Data Center	England (UK)
OVH	Data Center	Canada
Telecity	Data Center	France
Snowflake	Data Warehouse (Cloud)	Australia, Ireland, Germany, USA, UK, France



APPENDIX A

Tangoe Platform Schedule

Tangoe shall provide the Miami-Dade County Information Technology Department (hereinafter referred to as the "Customer" with a Communication Lifecycle Management Hosting Solution as defined below:

1. Scope of Services

The Services to be provided under this Schedule are as set forth in the Sections herein, and the Addendums attached hereto (collectively, the "**Schedule**"). For the avoidance of doubt, the parties agree that any services not included as part of the Services as described in this Schedule are not in scope for the Services. Any services not included herein, or in an Addendum attached hereto, are subject to additional fees to be agreed upon between the parties as set forth in a Change Order executed by the parties.

The following attachments are included as part of this Schedule and are incorporated by reference:

- **Tangoe Platform**
 - Fixed Addendum
 - Mobile Addendum
- **Appendix 1 – (Definitions)**
- **Appendix 2 – (Change Order)**

2. Fees

A. **Recurring Fees**

Customer's billing cycle begins (i.e. Tangoe will begin invoicing Customer for recurring fees) on the Schedule Effective Date. Minimum Monthly Fees will be invoiced monthly in advance in accordance with the fees as set forth in the table below. Additional Fees for Fixed and Additional Fees for Mobile will be invoiced monthly in arrears, in accordance with the fees as set forth in the table below. For purposes of calculating Customer's fixed Spend and number of devices, Tangoe shall use the fixed Spend loaded in the Fixed Platform and the number of devices loaded in the Mobile Platform.

Service Profile	Minimum Monthly Fee	Additional Fees
Fixed Services	\$6,562	
Mobile Services	\$8,250	
Total Minimum Monthly Fees:	\$14,812	*1% of Customers annual spend in excess of \$14,000,000m
OPTIONAL SERVICE(S)		
Service Profile	Minimum Monthly Fee	Additional Fees
CDR Chargeback and Usage Management Services	\$6,840	Processing usage data for 36,000 lines Processing an average of 4M records
Customer may elect the "CDR Chargeback and Usage Management" optional service by completing the Change Order form as set forth in Appendix 2		
*Spend overage calculated quarterly, Customer may adjust spend on a quarterly basis based on normal business upturn or downturn.		

3. Schedule Construction

This Schedule is subject to the terms of the Agreement. Unless expressly stated otherwise in this Schedule, in the event of a conflict between the terms of the Agreement and this Schedule, the Agreement shall control. All capitalized terms used in this Schedule have the meanings given to them herein; or, if not defined below in this Schedule, have the definitions given to them in the Agreement. By executing this Schedule, the parties hereby agree that the Agreement is in full force and effect and that this Schedule shall at all times be governed the terms and conditions set forth in the Agreement.

4. Change Control

The parties agree to document any changes to the scope of Services in a Change Order in the form as set forth in Appendix 2 attached to this Schedule.

Fixed Platform Addendum

OVERVIEW

Tangoe will provide a configurable, cloud-based software platform and complementary managed services for the ongoing management of Customer's fixed spend (collectively referred to as the **"Fixed Platform"**).

1. Transition

Tangoe will transition the Fixed Platform as set forth below, and as set forth in the Transition Plan. The Fixed Platform consists of the minimum following:

- Expense Management with Financial Integration
- Inventory Management
- Audit and Resolution
- Reporting

Tangoe and Customer will coordinate a mutually convenient kickoff meeting after execution of this Schedule, and completion by Customer of the Kickoff Requirements, to define the workflow processes to be followed, tasks to be performed by the parties, and data and data formats required during transition of the Services under this Schedule.

Each party will assign a Transition Manager and Executive Manager prior to the kickoff meeting. The name of the Transition Managers and Executive Managers together with their respective contact information shall be set forth in the Transition Plan.

In the event that Customer wishes to change the Initial Scope during Transition, or the parties mutually agree to change any scope of the transition services, the parties agree to document all such changes in a Change Order as set forth in the Change Order Section above.

The parties hereby agree to work diligently and in good faith to clearly document and assign responsibility for any delay in Service Commencement. Any dispute with respect to the Transition Plan, missed milestones or resulting delays shall promptly be escalated to each party's Executive Manager.

Tangoe will configure the Fixed Platform and transition the Initial Scope upon receipt of all information required from Customer, and information required from Customer's Vendors. As part of this process, each party will perform the following:

- a. Tangoe will Coordinate an initial kickoff meeting with Customer;
- b. As part of the kickoff meeting, Tangoe will provide Customer with the requirements for data and data formats for the Initial Scope;
- c. Customer and Tangoe will Identify their respective Transition Manager and Executive Manager prior to the kickoff meeting and so advise the other party;
- d. Following the initial kick-off meeting, Tangoe will develop the Transition Plan and provide to Customer;
- e. The Tangoe Transition Manager will:
 1. Maintain and monitor the Transition Plan and provide input and guidance with respect to each party's tasks set forth in the Transition Plan.
 2. Provide a weekly status report to Customer's Transition Manager and each Executive Manager which will include a transition task status, milestones achieved, milestones missed, resulting delays and responsibility for such delays; and
 3. Suggest to Customer reasonable mid-course adjustments that can be made to the Transition Plan to avoid delays.
- f. The Customer Transition Manager will:
 1. Monitor the Transition Plan and coordinate Customer required resources to complete each of the tasks as set forth in the Transition Plan;

2. Monitor transition status based on Customer's participation in the periodic transition status meetings and the status reports from Tangoe's Transition Manager, and work with Tangoe's Transition Manager to correct any Customer milestones missed and resulting delays; and
 3. Work with Tangoe's Transition Manager regarding any suggested reasonable mid-course adjustments that can be made to the Transition Plan to avoid delays.
- g. Tangoe will develop a Playbook in conjunction with Customer;
 - h. Tangoe will provide to Customer web-based training materials, such as tutorials and/or user guide, on how to use the Fixed Platform (English);
 - i. Tangoe at the direction of the Customer will create permission-based logins to the Fixed Platform for each user class;
 - j. Customer will participate in the initial kickoff meeting and subsequent project status meetings;
 - k. Customer will identify the Customer functional roles / executives to be included in each escalation point for Program Escalation;
 - l. Customer will provide Tangoe with the required data, and in the data formats, for the Initial Scope in accordance with the schedule in the Transition Plan;
 - m. Tangoe will implement a Customer-specific invoice approval process, for up to three (3) approval levels, prior to invoice Payment taking into account invoice exceptions, variances, and threshold breaches as defined by Customer. In the event that the invoice requires updated information in order to process, Customer will comply with requested information in a timely manner;
 - n. Customer will execute and maintain the Required Consents;
 - o. Each party will complete the transition tasks assigned to them as defined in the Transition Plan; and
 - p. Customer will provide Tangoe with prompt (within five (5) Business Days of request by Tangoe) written approval upon completion of each transition milestone, as set forth in the Transition Plan. In the event of any delay in approval, or non-approval, the parties will submit through the escalation process for resolution.

2. Lifecycle Services

Upon completion of tasks in Section 2 of this Schedule, Tangoe will transition Customer to lifecycle status. The responsibilities of the parties during lifecycle are as follows:

A. Tangoe and Customer Responsibilities:

i. General

- a. Tangoe will provide Customer with access to the Fixed Platform;
- b. Tangoe will provide access controls for Customer managers and end users to limit data visible to each user class;
- c. Tangoe will provide lifecycle support for the Customer users including tracking and updating issues with respect to the Fixed Platform, and facilitate meetings, as necessary, between Tangoe and Customer to discuss service delivery issues;
- d. Tangoe will provide the Services in accordance with the service levels defined in this Addendum;
- e. Tangoe will maintain the Playbook in conjunction with Customer;
- f. Customer will maintain all Required Consents; and
- g. Customer will ensure that all required documents in support of the contractual deliverables are provided within the time period and frequency as identified.

ii. Expense Management with Financial Integration

- a. Tangoe will manage the redirection of Vendor invoices to a Tangoe facility or Customer-dedicated mailbox, and request Vendors to issue electronic invoices in lieu of paper invoices (if available);
- b. Upon presentation of an invoice in the Fixed Platform, Customer will review and approve the invoice. Subsequently, the list of approved invoices will be provided to customer for payment. In the event the invoice requires updated information in order to process, Customer will comply with requested information in a timely manner.
- c. Tangoe will track and load all in-scope Vendor invoices, which includes retrieving invoices from Vendors when they have not been received within the expected timeframe.

- d. Customer will provide Tangoe with payment information in a mutually agreed upon electronic format for invoices contained in each payment transmittal file, and Tangoe will populate payment information in the Fixed Platform to track payment history for each invoice processed by Tangoe, and ensure payment is applied to the correct Vendor account (if the Vendor requires a copy of the payment information to verify misapplied funds, Tangoe will instruct the Vendor to maintain service and request a copy of payment information from Customer to present to Vendor). If Customer fails to provide Tangoe payment information (i) Tangoe will not be able to verify that Customer payments have been applied correctly and (ii) Customer will assume responsibility and associated liability to ensure payments are applied correctly and mitigate potential service interruptions.
- e. Tangoe will process electronic payment transmittal files to be transmitted to Customer's accounts payable system. Tangoe will adhere to the mutually agreed upon data layouts, field formats, and transmission methodology. If Customer requires revisions to the payment transmittal file or field formats defined by Customer during service transition, additional fees may be assessed;
- f. Tangoe will maintain and update Customer-supplied allocation codes in the Fixed Platform and update such allocation codes on a go-forward basis as defined and provided by Customer. Tangoe will apply allocation codes provided by Customer to the invoice charges. Tangoe will not apply updated allocation codes retroactively to invoices previously processed by Tangoe;
- g. Customer will provide Vendor information and allocation definition for new Vendor accounts that are established from time to time, allowing Tangoe to properly allocate the invoices and create payment information;
- h. Customer will continue to provide and maintain existing HR/LDAP, Vendor, and cost center integrations and, if applicable, order approval information on a periodic basis as set forth in the Playbook, and in formats specified in the Transition Plan.

iii. Inventory Management

- a. Tangoe will maintain Customer inventory based upon billing inventory on the Vendor invoice;
- b. Tangoe will provide inventory lifecycle management of Customer's billing inventory to ensure all new inventory records are validated against the Vendor invoices and loaded in the Fixed Platform;
- c. For inventory discovered on a Vendor invoice that is not in the Fixed Platform, Tangoe will:
 - 1. Review discovered inventory with Customer to validate; and
 - 2. Build out specific fields validated discovered inventory in the Fixed Platform as documented in the Playbook.
- d. Tangoe will provide standard inventory reporting available in the Fixed Platform;
- e. Customer will promptly validate with Tangoe any inventory discovered on a Vendor invoice that is not currently in the Fixed Platform;

iv. Audit and Resolution

- a. Tangoe will perform audit services on all Auditable Vendors in scope. Examples of audit areas would be to ensure the correct application of Customer-provided rates, or tariff guidelines. The spend on Auditable Vendors will be baselined and then re-audited as major threshold variances are identified by Tangoe or Customer. New baseline audits will be performed as new Vendor Contracts are provided to Tangoe by Customer. Actual audit findings will be based on Vendor Contract and invoicing information made available to Tangoe;
- b. Customer will provide written approval for, or rejection of Tangoe's audit findings on a timely basis upon receipt of such findings;
- c. Tangoe will submit documentation and claims for all billing errors and/or overpayments to Customer's Vendors;
- d. Tangoe will provide monthly reporting on savings tracking and status of approved audit findings;
- e. Tangoe will verify that the expense reduction and/or credits are reflected in subsequent billing from the Vendor; and
- f. Customer will provide Tangoe with documentation for all future Vendor Contract amendments/agreements that relate to service fees, discounts, etc.

v. Reporting

- a. Tangoe will provide Customer with access to the standard, existing Customer custom reports and ad hoc reporting available in the Fixed Platform.

Fixed Platform - Service Level Agreement

Service Level Category	Service Level	Attainment Level
Invoice Processing	Paper Invoices: Process, validate, display, and make available for approval	98% within 6 Business Days from receipt by Tangoe 100% within 10 Business Days from receipt by Tangoe
	Electronic Invoices: Process, validate, display, and make available for approval	98% within 5 Business Days from receipt by Tangoe 100% within 10 Business Days from receipt by Tangoe
All Invoice Processing service levels exclude any exception invoices, such as insufficient processing data in accordance with Customer rules reflected in the Playbook and excluding any invoices that are not approved by Customer for payment. In addition, any Customer processing time such as approval, account authorization, MACD updates or other Customer involvement that delays processing will extend this service level timeframe. If the data received from the Vendor is incomplete, unreadable (in whole or in part) this service level will not apply to the invoice until complete and readable data is provided. If the Vendor billing format is changed in a way that materially affects Tangoe's ability to accurately process and load the billing data, this service level will not apply until such time as Tangoe has modified its systems to accommodate the change. Tangoe will use all commercially reasonable efforts to promptly address mapping format changes.		
Customer-Provided Data	Tangoe will process and load Customer-provided data into the Fixed Platform upon receipt from Customer based upon the schedule outlined in the Playbook. Customer-provided data includes, but is not limited to, HR information, and allocation information containing monthly service order activity. SLA is not in effect unless Customer data is in a file in a mutually agreed upon format containing no formatting or content errors (an example of a content issue would be the case were the data accurately reflects the proper format, but that source data is incorrect or does not match Customer's expectation).	98% within 5 Business Days from receipt by Tangoe 100% within 10 Business Days from receipt by Tangoe
Tangoe-Prepared Data	Tangoe will create payment file and/or general ledger files for remittance processing and cost allocation processing based upon schedule outlined in the Playbook.	98% upon date scheduled in the Playbook 100% within 3 Business Days of the date scheduled in the Playbook
Fixed Platform Availability	The Fixed Platform will be available after excluded minutes are subtracted. Excluded minutes include: <ul style="list-style-type: none"> Planned downtime during the weekend hours from 8 pm Friday, through 5 am Monday, Central Time, and other periods for which Tangoe gives 72 hours or more notice Any unavailability caused by circumstances beyond Tangoe's reasonable control 	99% as measured on a monthly basis
Fulfillment	Tangoe will submit approved, wireline orders to appropriate Vendor. If monthly transaction volume of Fixed Orders exceeds the prior three-month rolling average of Customer's Fixed Order transactions by $\geq 15\%$, Tangoe will not be subject to service level credits.	98% within 8 Business Hours from receipt by Tangoe 100% within 16 Business Hours from receipt by Tangoe

Service Level Category	Service Level	Attainment Level
Reporting	Deliver performance reports for service level metrics, audit results, and system availability reports.	Produced no more frequently than monthly by the day specified in the Playbook
<p>Tangoe will issue a credit equal to 1% times Customer's Minimum Monthly Fee for each service level violation not to exceed 10% times Customer's Minimum Monthly Fee in any month. If all required Vendor account, remittance, allocation, and Customer authorization and approval is provided and Tangoe fails to process an invoice for payment within prescribed commitment identified in this Addendum, Tangoe will provide an invoice credit in the amount of the late payment fees incurred as a result of Tangoe's failure to meet its processing commitment. If Tangoe's failure to meet its processing commitment results in a service interruption by a Vendor, Tangoe will pay the service restoration fee charged to Customer by its Vendor.</p> <p>Further, Tangoe's failure to meet a specific service level as set forth above during three consecutive calendar months shall constitute a material breach of this Schedule (unless the failure is caused by any event outside of Tangoe's reasonable control), and Customer may terminate this Schedule within 30 days following such failure by providing Tangoe with at least ten (10) days prior written notice of termination. Upon such termination, Customer shall pay Tangoe for its fees for the Services through the date of termination and then Customer shall have no further financial obligation to Tangoe. The provisions of this Addendum state Customer's sole and exclusive remedy for any service level deficiencies of any kind.</p>		

Mobile Platform Addendum

OVERVIEW

Tangoe will provide a configurable, cloud-based platform and complementary managed services for the ongoing management of Customer's mobility program (collectively referred to as the "**Mobile Platform**").

1. Transition

Tangoe will transition the Mobile Platform as set forth below, and as set forth in the Transition Plan. The Mobile Platform consists of the following:

- Asset Manager
- Expense Manager
- Workflow Manager
- Reporting

To ensure a successful transition to the Mobile Platform, each identified party will perform the following responsibilities:

A. Transition Management

Tangoe will coordinate an initial kickoff meeting with Customer and assign a designated Project Manager who will serve as the primary point of contact and coordinate and manage the activities during transition and implementation.

Customer will:

- i. Identify their respective Transition Manager and Executive Manager prior to the kickoff meeting and so advise the other party
- ii. Facilitate all Tangoe communications during the transition process Resolve differing direction or conflicting needs from Customer constituents via the Transition Manager or Executive Manager
- iii. Attend all status meetings during transition, and coordinate other Customer resource attendance as necessary
- iv. Complete and return all Tangoe-provided questionnaires during program transition within five (5) Business Days of receipt, if applicable
- v. Ensure Customer delivery of all necessary details to Tangoe within identified timelines to prevent transition schedule delays

B. User Feed and Data Exchanges

Tangoe will establish a private SFTP location for the receipt of the Customer User Feed and receive and process the feed nightly, unless a different consistent frequency has been agreed.

Customer will:

- i. Deliver to Tangoe a User Data File ("**User Feed**") in .CSV or .TXT format (UTF-8 encoding) using a delimiter (comma, tab, pipe, or semicolon) to a Tangoe-established SFTP location
- ii. Ensure the delivered User Feed includes all employees, contractors, and other users to whom devices may be assigned, mobility costs may be allocated, and approvals may be routed
- iii. Ensure the User Feed includes, at minimum, the following required fields per user: Employee ID (or similar unique and unchanging employee identifier), First Name, Last Name, Email Address, Cost Center, Supervisor ID, or similar
 - a) A user cannot be listed as his/her own supervisor in the feed
 - b) The same approver cannot show up multiple times within the same approval chain (i.e., User 1 reports to Supervisor 1, who reports to Supervisor 2, who reports to Supervisor 3, who reports to Supervisor 1).
 - c) Two users cannot report to each other (i.e., Supervisor 1 cannot report to Supervisor 2 if Supervisor 2 reports to Supervisor 1)
 - d) ISO Country Code in A2 (preferred) or A3 Format
- iv. Ensure the User Feed includes no duplicate Employee IDs or Email Addresses.
- v. (Optional) In addition to the required fields, ensure the provided User Feed includes all additional user data that the Customer wishes to be used to enhance reporting capabilities and automation in the Mobile Platform.

- vi. Ensure the number of columns to be uploaded into the Mobile Platform does not exceed twenty-five (25). Customer may send Tangoe a file with more than 25 columns, but only 25 may be selected to be uploaded into the Mobile Platform for visibility and reporting purposes
- vii. Ensure the User Feed includes all user data necessary to achieve automated determination of desired approval path(s). (e.g. If COST_CENTER = "X" and DEPARTMENT = "Y" then APPROVAL = "SUPERVISOR_ID").
- viii. Once a finalized User Feed format has been agreed upon between Tangoe and Customer during the transition process, ensure headers in the User Feed do not change. In the event the Customer identifies the need for a change to the User Feed format in any way after steady state has been achieved, Customer will provide Tangoe written notice of the anticipated change a minimum of two (2) weeks in advance of the anticipated change date to prevent service interruption

C. Vendor Authorization and Access

i. Required Consents

Tangoe will provide sample of the Required Consents (to be reviewed and signed by Customer) that will be used to authorize Tangoe as an agent for each Customer Vendor

Customer will provide to Tangoe one signed copy of the Required Consents, per participating Vendor authorizing Tangoe as an agent. In the event content is desired to be delivered in a language other than English, Customer will provide all copy in both English and finalized, translated written copy in the required language(s).

ii. Vendor Data Access – Platform Login(s)

Customer will:

- a. Provide login credentials via a secure Tangoe form for each participating Vendor with access to all Vendor accounts and lines of service
- b. Provide Vendor contact information for billing.

Note: In the event that no platform access is available to Tangoe, customer will be accountable for providing all required electronic Vendor data to Tangoe via SFTP and provide Vendor personnel contact information and authorization, if necessary, to perform the services defined herein requiring Vendor interaction.

iii. Vendor Contract(s)

Customer will provide to Tangoe a copy of the current Vendor contracts for each relevant Vendor. Contracts must be provided in English or via Electronic PDF.

D. Customer Policies

Customer will:

- a. Provide to Tangoe a comprehensive Customer corporate wireless/mobile policy in .DOCX or other machine-readable text format.
- b. If multiple corporate wireless/mobile policies are required, provide identification of which policies are applicable to which groups, as established within the Mobile Platform during the transition process.

i. Single Sign-On (SSO) (Optional)

Customer will:

- a. Identify and provide to Tangoe the contact information of an identified Customer resource for the establishment of the SSO environment
- b. Provide to Tangoe all necessary environmental and connectivity details related to the establishment of SSO.
- c. Ensure availability of the identified, necessary resources during the transition process to ensure a timely and successful SSO implementation
- d. Provide existing line assignment record (optional, if available)
- e. Provide to Tangoe, in .CSV or .XLSX format, an existing record of line and/or device assignments to users in the Customer environment.

ii. Custom Content Copy (Optional)

In Mobile Platform content notification areas, user policies, and within automated end-user communications, Tangoe allows for the use of custom Customer-written language. In the event the Customer wishes to use customized language generated from the Mobile Platform,

- i. Tangoe will configure up to fifteen (15) custom email templates, per customer requirements. Additional email templates can be configured at a rate of \$250/hour of configuration needed.
- ii. Customer will:
 - a. Work with Tangoe to understand content areas available for customization
 - b. Create and provide to Tangoe all finalized written copy in a machine-readable format (.DOC, .TXT, .RTF, or similar)

In the event content is desired to be delivered in a language other than English, Customer will provide all copy in both English and finalized, pre-translated written copy in the required language(s).

Mobile Platform Branding (Optional)

Custom Mobile Platform branding can be made available as an optional configuration, and includes the following:

- i. Replacement of standard colors with three (3) hex colors of Customer's choosing
- ii. Custom logo applied to all pages

E. Preparation for Program Launch

- i. Following the completion of all configuration activities, Tangoe will:
 - a. provide to Customer all necessary user credentials for the performance of User Acceptance Testing (UAT) by the Customer
 - b. Schedule up to four (4) one-hour administrator training sessions during standard business hours (8am to 5pm EST). Trainings will be scheduled at agreed-upon times between Tangoe and Customer.
 - 1. In the case of a pre-determined phased or regional roll-out, Tangoe will provide two (2) additional trainings at rollout of each phase/region, in addition to the four (4) trainings provided at first phase/regional launch.
 - 2. Tangoe can accommodate additional trainings on mutually agreed-upon timeframes at a rate of \$250/hour of additional training needed.
- ii. Customer will:
 - a. Provide timely testing and feedback, in written form, for any requested configuration changes as a result of the testing process
 - b. Provide sign-off for the total environment to initiate launch

Note: Customer understands and acknowledges that delays in Customer testing and/or written notification of requested changes may result in delay of delivery dates established in the Transition Plan

Note: Tangoe will work with Vendor(s) in English only, unless other support languages are identified and included as part of the current scope. In the event Vendor(s) and/or data privacy laws require in-country personnel to authorize and/or collect data needed during the transition process, the Customer will provide and identify Customer resource(s) to execute required in-country interactions needed to build out the Customer's Tangoe program.

2. Lifecycle Services

The responsibilities of the parties during lifecycle are as follows:

A. Asset Manager

Establish and maintain Customer-approved inventory record and catalog of mobility assets.

i. Asset Procurement

- a. Customer may use Mobile Platform as the sole entry point for the request of all new Customer assets;
- b. Tangoe will receive and process Customer mobility asset procurement requests from within the Mobile Platform;
- c. Tangoe will route all eligible mobility asset procurement requests through appropriate approval workflows in the Mobile Platform;
- d. Tangoe will validate requests are consistent with and meet Customer policy, role, and business requirements;
- e. Tangoe will place approved and validated orders with the appropriate Vendor;
- f. Tangoe will contact Vendors in the event of a shipping error to resolve;
- g. Tangoe will provide real-time access to procurement activity statuses via the Mobile Platform;
- h. Tangoe will deliver user email communications related to the status of the procurement request;

- i. Tangoe will provide email template for bulk orders (defined as orders of over than 50 units at one time) to designated admins to complete and return to Tangoe for processing.
- j. Tangoe will maintain Customer-approved and requested catalog of wireless devices, by Vendor, in the Mobile Platform

B. Expense Manager

- i. Tangoe will import valid electronic invoices - .XLS, .CSV, or electronic PDF - from all participating Vendors into the Mobile Platform, once per month, at the conclusion of the Customer's bill cycle end date(s)
- ii. Tangoe will normalize Vendor billing data formats across all Vendors into industry-standard categorization
 - a. Perform Vendor invoice validation for Vendors with more than 100 lines
- iii. Tangoe will review all imported data and identify exceptions, defined as overages, unexpected new use, and inventory discrepancies between purchased plans, devices, features, and utilization
- iv. Tangoe will identify usage by line and associated user in the Mobile Platform to allocate charges accurately by identified cost centers and employ a balance-to-zero methodology that ensures the classification and allocation of all usage and service fees
 - a. Perform program optimization for Vendors with more than 100 lines
- v. Tangoe will deliver Spend and Usage Summaries in Monthly Emails (Optional)
- vi. Audit rate verification
- vii. Plan recommendation based on three-month usage

Note: Data presented is dependent on data made available by each participating Vendor.

Note: If Vendor invoice format changes from one month to the next, delivery timeframes for all expense management services may be delayed. Tangoe will notify Customer that formats have changed and provide an expected delivery date for the above at that time. In the event Vendor(s) and/or data privacy laws require in-country personnel to receive billing and/or call detail, the Customer will provide and identify Customer resource(s) to execute required in-country assistance in gathering data and securely transferring to Tangoe via SFTP.

Note: If existing Vendor line counts increase to more than 100 lines, Tangoe will require a 60-day setup period to configure program optimization and invoice validation for that Vendor's lines.

Note: In the case of only certain business units being onboarded, Customer agrees to set up separate Vendor accounts specific to those business units, separate from the remaining business units.

C. Workflow Manager

The Mobile Platform includes configurable workflows. These workflows can be tailored to Customer's desired mobility workflows by group or individual activity types.

3. Reporting

A. Reporting Engine

The Mobile Platform provides scheduled and on-demand reporting for authorized Customer users. Mobile Platform standard reports includes: Activities, Support, Assets and Inventory and Billing and Usage.

In addition to standard reports, authorized Customer users can create and save custom reports within the Mobile Platform to their unique user profile. Reporting attributes are dynamic and may be limited based on data availability.

B. Billing and Usage Reporting

Tangoe will normalize and reconcile Vendor billing data, which will then be made available and reportable inside the Mobile Platform. Availability of reporting fields may be limited based on data from Customer's Vendors and/or Customer-provided file(s).

C. Reporting Settings, Hierarchical Reporting, and Administrator Permissions

Tangoe will create a corporate hierarchy based off the data provided in the Customer's User Feed (see Customer Responsibilities). This hierarchy will allow any employee with direct reports, whether reporting against inventory, billing or support activities, to modify presented dashboards, reports and filters and save to their personal profile. Administrators will have visibility into all data associated with individuals in their appropriate responsibility center. Administrators can also initiate workflows on behalf of users

Visibility by manager and Administrator can be scoped by (dependent on availability of User Feed data): Cost center, Geographic location (country or a collection of countries), Group (must be able to be programmatically determined from User Feed employee attributes).

4. Account Management

Provide administrative support (phone and live chat) in English for an unlimited number of Customer administrators for program assistance. Support is provided during standard business hours (7am to 8pm EST), Monday through Friday.

Mobile Platform – Service Level Objectives

Tangoe shall meet the following Service Level Objectives, otherwise known as “SLOs,” for each month as outlined below. Service Level timeframe begins at time of approved ticket delivery and concludes with Vendor closure and confirmation. Time measurement for SLO compliance applies only to Tangoe business hours, 7 am to 8 pm EST, Monday through Friday.

Contractual Status	Service Definition	Timeframe	Target/Minimum	Measurement Method
Key Efficiency Metric	First Call and chat Resolution	2 hours	93%/87%	Measurement is calculated by dividing the total number of call and chat activities where FCR is "yes" in each month divided by the total number of call and chat activities taken in a calendar month.
Key Efficiency Metric	Speed of Answer	< 90 seconds	85%/83%	Measurement is calculated by dividing the total number of calls and chats received in a calendar month which were accepted within 90 seconds by the total number of calls and chats received in that calendar month.
Key Efficiency Metric	Abandonment Rate	> 90 seconds after IVR	6%/9%	Measurement is calculated by dividing the total number of calls and chats in a calendar month which were abandoned after 90 seconds past the IVR by the total number of calls and chats taken in a calendar month plus the total number of calls and chats abandoned after 90 seconds past the IVR
Key Efficiency Metric	Average call/chat Duration		15 min / 18 min	Measurement is calculated by averaging call and chat duration of all calls taken in that calendar month
Key Efficiency Metric	Vendor Processing Time	8 business hours	94%/89%	Measurement is calculated by dividing the total number of approved Tangoe Vendor requests which are completed within 8 business hours in each month by the total number of procurement activities approved in that calendar month. Vendor exceptions are excluded. Does not apply to bulk deployments/changes > 200 devices/requests per day. Bulk deployment measurements are calculated separately.

Key Efficiency Metric	Support Request Activity	8 Business hours	95%/90%	Measurement is calculated by Support Request activity placed in the Mobile Platform. Total number of Support Request Activities completed within 8 business hours in a calendar month divided by the total number of Support Request Activities created in each calendar month. Does not apply to requests which are delayed due to awaiting user response, missing information, bulk requests and/or activities which include an attachment
Key Efficiency Metric	Software Availability	Percentage of uptime per month. Prescheduled monthly maintenance and emergency security maintenance windows excluded	99.5%/99%	Nagios is the system of record for measuring percentage of Software uptime, monthly. Reference the Tangoe Software SLA document for more details on how this measurement is calculated. Monthly prescheduled maintenance is last Saturday of the month from 8:00 pm-2:00 am Eastern Time, unless notified otherwise.

Appendix 1

Definitions

To the extent the following terms are used in this Schedule, such terms shall have the meanings set forth below:

Asset Identifier	A unique value in the Platform to identify a Cloud Asset / Cloud Service
Audit Profile	A profile containing the audit rules for each Auditable Vendor covered under the scope for Audit and Resolution Services. Each rule corresponds to a specific charge code/description detailing the expected gross and net totals.
Auditable Vendor	A Vendor for which Customer has monthly recurring fixed spend under a single master agreement and corresponding addenda that outline plans/rates, features, recurring charges and credits, retention credits, and tariffs. Vendor must be able to provide an Electronic Invoice that sufficiently supports comparison to the Audit Profile.
Business Day	Except as explicitly stated otherwise in this Schedule, Monday through Friday, 8 am to 5 pm, in the time zone of the Region in which the Services are performed, excluding Tangoe holidays as observed in the applicable Region.
CDR	Call detail record.
Cloud Asset	Software as a Service accounts or licenses, and cloud computing capabilities and products delivered as Infrastructure as a Service, or Platform as a Service, and invoiced by a Vendor.
Cloud Platform	Customer access to cloud computing services purchased from a Vendor. A Cloud Service is any service made available to users on demand via the Internet from a Vendor's servers as opposed to being provided from Customer's on-premises servers.
Electronic Invoice	A set of invoice data files provided (or made available) electronically by the Vendor to Tangoe on a recurring basis. These files sets are compatible with an existing Tangoe mapper and can include summary and detail level charges/usage data and CDRs (to the extent that the Vendor provides) that will be made available in the Fixed and Mobile Platforms.
Executive Managers	The individuals appointed by Tangoe and Customer responsible for tracking the progress of the Transition Plan and resolving issues escalated by the Transition Managers. Executive Managers must be the senior executive within the business division, department or similar unit responsible for the activities contemplated by this Schedule.
Fixed Order	A fulfillment request which Tangoe processes through to completion with a Vendor on behalf of Customer for fixed Telecom Services and / or disconnect of Telecom Services. Each order will be defined as a single Vendor, single request type (i.e. new service installation), single service type (i.e. circuit), and single location, and any order request that is submitted to a Vendor by Tangoe.
Initial Scope	Those Vendors, invoices, Regions, and Telecom Services identified by Customer within thirty (30) days following the transition kickoff meeting for inclusion in Transition.
Kickoff Requirements	Completion by Customer and supply to Tangoe of 1) the Required Consents, 2) assignment by Customer of the Customer Transition Manager and Executive Manager, and 3) assignment by Customer of the Customer Program Escalation contacts.
MACD	Move, add, change or disconnect of Telecom Services
Mark-Up Amounts	The amounts or percentages provided by Customer to Tangoe to apply in addition to the invoice charges for Customer allocation of marked-up invoice charges to its cost centers
MDM	Mobile Device Management software platforms including MAM (Mobile Application Management); MCM (Mobile Content Management); Containerization; and other similar MDM Software as identified in this Schedule.
Paper Invoice	A set of invoice data provided (or made available) by the Vendor to Tangoe on paper media, or formats such as PDF or Excel where content is not compatible with a Tangoe mapper. These file sets may present summary and/or some detail level data for charges/usage but do not support loading CDRs into the Fixed Platform.
Payment	This term when used in describing service levels represents either the act of paying a Customer invoice or creating the payment file to be used with Customer's accounts payable (AP) system, depending on the option selected by Customer.
Cloud Platform	Tangoe's cloud expense management platform, including all updates, corrections, bug fixes, and/or maintenance modifications made by Tangoe.

Fixed Platform	Tangoe's fixed expense management platform, including all updates, corrections, bug fixes, and/or maintenance modifications made by Tangoe.
Mobile Platform	Tangoe's mobile expense management platform, including all updates, corrections, bug fixes, and/or maintenance modifications made by Tangoe.
Playbook	A definition of the rules of engagement and business processes used to configure and deliver the Services for Customer.
Region	Each of (i) North America ("NA"), (ii) Europe, Middle East, and Africa ("EMEA"), (iii) Asia Pacific ("APAC"), and (iv) Latin America ("LATAM").
Required Consents	Letters of Agency/Authorization and Vendor required non-disclosure agreements for Initial Scope authorizing Tangoe, as applicable, to retrieve and change billing media, audit Vendor invoices, optimize Telecom Services on behalf of Customer, fulfill orders on behalf of Customer, and resolve Vendor billing disputes on behalf of Customer.
Service Commencement	The earlier of i) when the tasks in the Transition Plan for the Initial Scope are complete and Tangoe is ready to migrate Customer to lifecycle status, or ii) 120 days from the Schedule Effective Date.
Service Delivery Manager (SDM) or Project Manager	The individual appointed by Tangoe to serve as Customer's central point of contact and is responsible for managing Tangoe's delivery of the Services to Customer.
Show Back Reports	Reports generated by Tangoe that will provide Cloud Platform monthly billing costs that the Customer designates as each of their business unit/department/cost center owner's fiscal responsibility, to assist in management of monthly Cloud Platform expenses.
Spend	The total positive value of all Vendor charges and credits/discounts which appear on the Vendor's invoice. Example: Where a Vendor invoice has \$1,000,000 of new charges, and \$200,000 of credits/discounts, resulting in net new charges of \$800,000, the total positive value "Spend" is \$1,200,000 (\$1,000,000 new charges + the positive value of \$200,000 credits/discounts).
Target Service Commencement Date	The date mutually agreed upon by the parties and set forth in the Transition Plan for completion of transition of Initial Scope to lifecycle status.
Telecom Services	The applicable voice, data, networking, audio conferencing, user centric services, or mobile services purchased from a Vendor.
Transition Managers	The individuals appointed by Tangoe and Customer responsible for administration and management of the Transition Plan for both parties.
Transition Plan	The project plan mutually agreed upon between the parties following the kickoff meeting which sets forth the action items and tasks required of each party for successful transition of the Services. The plan describes each task, the party responsible for completing the task, the milestone dates for completion of the tasks, and the transition procedures and data file formats and layouts required for exchange of data.
Vendor	A provider of Telecom Services, mobile devices, or other services, to Customer in a Region.
Vendor Account Number	A unique designation by a Vendor, also known as an account number, for which Telecom Services (e.g. billing telephone number (BTN)) are detailed.
Vendor Contract	Each Vendor's master service agreement containing relevant amendments, attachments, exhibits, rate schedules, and spreadsheets of rates discounted for services and equipment from a central contract (e.g. long distance (LD) rates for national retail locations).

Appendix 2

Tangoe Change Order Form

SECTION 1: Identification

Customer:

Change Request Name:		
Change Request Number (optional):		
Date Submitted:	Affected Schedule:	
Customer Requested Timing for Change:		
Requested by:	Email:	Phone #:

SECTION 2: Scope of Change

Reason:
Description:
Dependencies/Assumptions:
Tangoe Obligations:
Customer Obligations:

SECTION 3: Type of Change

- ☐ New Development/Enhancement (i.e.; a **new** Report; System; or Screen requested.)
- ☐ Process Change (i.e.; **change** to an **existing** Process; Report; or Workflow.)

SECTION 4: Development Time & Expense

Cost for Change: () Courtesy Waiver _____

() One-time Charge _____

() Monthly Recurring Charge _____

SECTION 5: Approvals

Customer Approval of Change Request		
Signature:		Date:
Print Name:		Title:
Tangoe Approval of Change Request		
Signature:		Date:
Print Name		Title:

OPTIONAL SERVICE(S) CDR Chargeback and Usage Management Optional Service

This CDR Chargeback and Usage Management Services Schedule (this “**Schedule**”), is effective when signed by both parties with the effective date the date signed by Customer (the “**Schedule Effective Date**”), and is executed and made a part of the Master Services Agreement dated _____ (the “**Agreement**”), by and between Miami-Dade County (“**Customer**”) and Tangoe US, Inc. (“**Tangoe**”).

1. General

1. Schedule Construction

This Schedule is subject to the terms of the Agreement. In the event of a conflict between the terms of the Agreement and this Schedule, the Agreement shall control. All capitalized terms used in this Schedule have the meanings given to them below; or, if not defined below in this Schedule, have the definitions given to them in the Agreement. By executing this Schedule, the parties hereby agree that the Agreement is in full force and effect and that this Schedule shall at all times be governed the terms and conditions set forth in the Agreement.

The following Exhibits are included as part of this Schedule and are attached hereto and incorporated by reference:

Exhibit A – (Service Level Agreement)

Exhibit B – (CDR and Chargeback Services Report List)

2. Definitions

To the extent the following terms are used in this Schedule, such terms shall have the meanings set forth in this Section:

CDCS	Central Data Collection Server
CDR	Call detail record.
Electronic Invoice	A set of invoice data files provided (or made available) electronically by the Vendor to Tangoe on a recurring basis. These files sets are compatible with an existing Tangoe mapper and can include summary and detail level charges/usage data and CDRs (to the extent that the Vendor provides) that will be made available in the Platform.
Executive Managers	The individuals appointed by Tangoe and Customer responsible for tracking the progress of the Transition Plan and resolving issues escalated by the Transition Managers. Executive Managers must be the senior executive within the business division, department or similar unit responsible for the activities contemplated by this Schedule.
Initial Scope	Those Vendors, sites, invoices, Regions, and Telecom Services identified by Customer within thirty (30) days following the transition kickoff meeting for inclusion in Transition.
IP Call Collector	An Internet Protocol call collection device
MACD	Move, add, change or disconnect of Telecom Services
Paper Invoice	A set of invoice data provided (or made available) by the Vendor to Tangoe on paper media, or formats such as PDF or Excel where content is not compatible with a Tangoe mapper. These file sets may present summary and/or some detail level data for charges/usage but do not support loading CDRs into the Platform.
Payment	This term when used in describing service levels represents either the act of paying a Customer invoice or creating the payment file to be used with Customer's accounts payable (AP) system, depending on the option selected by Customer.
Platform	Tangoe's expense management platform, including all updates, corrections, bug fixes, and/or maintenance modifications made by Tangoe.

Playbook	A definition of the rules of engagement and business processes used to configure and deliver the Services for Customer.
Region	Each of (i) North America (“ NA ”), (ii) Europe, Middle East, and Africa (“ EMEA ”), (iii) Asia Pacific (“ APAC ”), and (iv) Latin America (“ LATAM ”).
Service Commencement	When the tasks in the Transition Plan for the Initial Scope are complete and Tangoe is ready to migrate Customer to lifecycle status.
Service Delivery Manager (SDM)	The individual appointed by Tangoe to serve as Customer’s central point of contact and is responsible for managing Tangoe’s delivery of the Services to Customer.
SMDR	System Message Detail Recording
Spend	The total positive value of all Vendor charges and credits/discounts which appear on the Vendor’s invoice. Example: Where a Vendor invoice has \$1,000,000 of new charges, and \$200,000 of credits/discounts, resulting in net new charges of \$800,000, the total positive value “Spend” is \$1,200,000 (\$1,000,000 new charges + the positive value of \$200,000 credits/discounts).
Target Service Commencement Date	The date mutually agreed upon by the parties and set forth in the Transition Plan for completion of transition of Initial Scope to lifecycle status.
Telecom Services	The applicable voice, data, networking, audio conferencing, user centric services, or mobile services purchased from a Vendor.
Transition Managers	The individuals appointed by Tangoe and Customer responsible for administration and management of the Transition Plan for both parties.
Transition Plan	The project plan mutually agreed upon between the parties following the kickoff meeting which sets forth the action items and tasks required of each party for successful transition of the Services. The plan describes each task, the party responsible for completing the task, the milestone dates for completion of the tasks, and the transition procedures and data file formats and layouts required for exchange of data.
Vendor	A provider of Telecom Services, or other services, to Customer in a Region.
Vendor Account Number	A unique designation by a Vendor, also known as an account number, for which Telecom Services (e.g. billing telephone number (BTN)) are detailed.
Vendor Contract	Each Vendor’s master service agreement containing relevant amendments, attachments, exhibits, rate schedules, and spreadsheets of rates discounted for services and equipment from a central contract (e.g. long distance (LD) rates for national retail locations).

3. Transition

Tangoe and Customer will coordinate a mutually convenient kickoff meeting after execution of this Schedule, and assignment by the parties of their respective Transition Manager and Executive Manager, to define the workflow processes to be followed, tasks to be performed by the parties, and data and data formats required during transition of the Services under this Schedule.

Each party will assign a Transition Manager and Executive Manager prior to the kickoff meeting. The name of the Transition Managers and Executive Managers together with their respective contact information shall be set forth in the Transition Plan.

In the event that Customer wishes to change the Initial Scope during Transition, or the parties mutually agree to change any scope of the transition services, the parties agree to document all such changes in a Change Order in the form as set forth in Exhibit C attached above.

The parties hereby agree to work diligently and in good faith to clearly document and assign responsibility for any delay in Service Commencement. Any dispute with respect to the Transition Plan, missed milestones or resulting delays shall promptly be escalated to each party’s Executive Manager.

Throughout the transition process, the parties will use the escalation process defined below for resolution of any issues not able to be resolved through the parties respective Transition Managers, and any delays in the Target Service Commencement Date caused by either Tangoe or Customer (“**Project Escalation**”).

The Tangoe Transition Manager will initiate the Project Escalation process which includes notification to the appropriate contacts as listed below. In addition, Tangoe will increase the frequency of delivery of the project status report, and conduct escalation meetings with stakeholders and executives from both parties.

Escalation Point	Tangoe Escalation Contact	Customer Defined Escalation Contact
Escalation Point 1	Executive Manager plus Transition Director	Executive Manager plus Project Stakeholder
Escalation Point 2	SVP Service Delivery	TBD (Customer to Define)
Escalation Point 3	SVP Global Operations	TBD (Customer to Define)
Escalation Point 4	CFO	TBD (Customer to Define)

The respective executives from both parties will use all reasonable efforts to resolve any delays or disputes between the parties or within their own internal organizations, and put in place actions to expedite completion of the transition process and achievement of Service Commencement.

In the event that the issue giving rise to the escalation is unable to be resolved promptly at the first point of escalation, the issue will then be escalated by the parties to the next higher escalation point, and this process will continue until such issue is resolved.

1. Tangoe’s Responsibilities:

Tangoe will configure the Platform, and transition the Initial Scope upon receipt of all information required from Customer, and information required from Customer’s Vendors. As part of this process, Tangoe will:

i. General

- a. Coordinate an initial kickoff meeting with Customer;
- b. As part of the kickoff meeting, provide Customer with the requirements for data and data formats for the Initial Scope;
- c. Identify Tangoe’s Transition Manager and Executive Manager prior to the kickoff meeting and so advise Customer;
- d. Develop a Playbook in conjunction with Customer;
- e. Provide up to 20 hours of training on use of the Platform at a mutually agreed upon location or web based (if training is provided at Customer’s facility, Customer shall pay Tangoe’s travel expenses);
- f. Provide training for up to ten Customer administrators on the use of the ad hoc reporting module and how Customer data is organized in the data warehouse;
- g. Following the initial kick-off meeting, develop the Transition Plan and provide to Customer;
- h. The Tangoe Transition Manager will:
 1. Maintain and monitor the Transition Plan and providing input and guidance with respect to each party’s tasks set forth in the Transition Plan.
 2. Provide a weekly status report to Customer’s Transition Manager and each Executive Manager which will include a transition task status, milestones achieved, milestones missed, resulting delays and responsibility for such delays; and
 3. Suggest to Customer reasonable mid-course adjustments that can be made to the Transition Plan to avoid delays.
- i. Create permission based logins to the Platform for each user class.

ii. Ad Hoc Reporting

- a. Deploy and configure the ad hoc reporting module and database access.

2. Customer's Responsibilities:

To facilitate the transition process, Customer shall perform or provide the following to Tangoe for Initial Scope:

i. General

- a. Participate in the initial kickoff meeting and subsequent project status meetings;
- b. Identify Customer's Transition Manager and Executive Manager prior to the kickoff meeting and so advise Tangoe;
- c. Identify the Customer functional roles / executives to be included in each escalation point for Project Escalation;
- d. Provide Tangoe with the required data, and in the data formats, for the Initial Scope in accordance with the schedule in the Transition Plan;
- e. The Customer Transition Manager will:
 1. Monitor the Transition Plan and coordinate Customer required resources to complete each of the tasks as set forth in the Transition Plan;
 2. Monitor transition status based on Customer's participation in the periodic transition status meetings and the status reports from Tangoe's Transition Manager, and work with Tangoe's Transition Manager to correct any Customer milestones missed and resulting delays; and
 3. Work with Tangoe's Transition Manager regarding any suggested reasonable mid-course adjustments that can be made to the Transition Plan to avoid delays.
- f. Execute and maintain letters of agency/authorization and Vendor required non-disclosure agreements for Initial Scope authorizing Tangoe to retrieve and change billing media on behalf of Customer;
- g. Complete transition tasks assigned to Customer as defined in the Transition Plan and
- h. Provide Tangoe with prompt (within five (5) days of request by Tangoe) written approval upon completion of each transition milestone, as set forth in the Transition Plan. In the event of any delay in approval, or non-approval, the parties will submit through the escalation process for resolution.

ii. CDR Chargeback and Usage Management

- a. Customer Hierarchy Data File (also referred to as assignment data) listing the telephone line extensions at each Customer switch (PBX) location(s) from which Tangoe is to poll/collect call usage detail. This will include the user name (last name, first name), valid department (cost center) code and the actual department name assigned to each telephone line extension. Tangoe will utilize Customer's Hierarchy File(s) and convert them into Tangoe's common data format so long as data on this Customer supplied file(s) is accurate and consistent. This information will be used as an ongoing baseline for Tangoe to associate processed call usage detail data to Customer's applicable telephone line extensions.
- b. Identification of Customer call types that are to be assigned to each collected and processed call usage detail record, which will be classified in accordance with Tangoe's call type naming conventions as either: local calls, regional calls, on-net Virtual Private Network calls. Intra-state long distance, interstate long distance, local directory assistance, long distance, directory assistance, premium call rates such as 900, or other specially priced calls, and international calls
- c. Establishing with Customer a single rate that will be applied to each call type collected and processed. If a special pricing algorithm is required by Customer other than a single rate for each call type, custom programming fees will apply.
- d. Listing of facility group codes from Customer's switch (PBX) for various line/circuit groups, also referred to as trunk group code identifiers,
- e. Listing of site locations with complete mailing addresses and local contact information
- f. A single Customer general ledger file format for Tangoe to transmit to Customer

4. Lifecycle Services

Upon completion of tasks in Section 3 of this Schedule, Tangoe will transition Customer to lifecycle status. The responsibilities of the parties during lifecycle are as follows:

1. Tangoe's Responsibilities:

Ongoing tasks to be performed by Tangoe during lifecycle are as follows:

i. **General**

- a. Provide Customer with access to the Platform to view charge detail information;
- b. Provide access controls for system administrators, managers, and end users to limit data visible to each user class;
- c. Provide lifecycle support for up to ten Customer administrators including tracking and updating issues with respect to the Platform;
- d. Facilitate meetings, as necessary, between Tangoe and Customer to discuss service delivery issues;
- e. Maintain a rolling 24 months of historical summary data and 24 months of call detail data in the Platform;
- f. Provide the Services in accordance with the service levels defined in Exhibit A;
- g. Maintain the Playbook in conjunction with Customer as rules of engagement as may change over time;

ii. **CDR Chargeback and Usage Management**

- a. Call Usage Detail Collection Process – Tangoe will administer the polling (collection) of Customer’s call usage detail records to Tangoe’s facility. The IP Call Collector device will be connected to the SMDR port of Customer’s switch using an RS232 serial cable connection. Each IP Call Collector will also connect to Customer’s local area network (LAN) via Ethernet, to provide connectivity and data transfer capability to Tangoe’s CDCS. Customer is also responsible for delivering IP Addressing for each collection device. This data will enable the CDR collection device to communicate and transmit call records to Tangoe’s server. The IP Call Collector will communicate with Tangoe’s CDCS using SFTP protocol accomplished over the Internet. Customer will provide the installation services, technical support services and other requirements (including costs) necessary to install the IP Call Collector device in each applicable Customer location.
- b. At predetermined intervals the collected call usage detail records from the PBX system will be processed (rated and assigned an appropriate Customer department code) using Tangoe’s software programs. Tangoe will edit call usage detail records, validate them to ensure data integrity, cross reference such call usage detail data to Customer’s telephone line extensions and populate such processed call usage detail data for viewing to Customer using the Platform. If Customer alters (modifies) the PBX system environment after service implementation resulting in changes to Tangoe’s call usage detail data collection process methodology. For Tangoe to accommodate such Customer modifications, Customer shall pay Tangoe its then current professional service fees, as quoted by Tangoe.
- c. General Ledger File Transmittal Process – If required, Tangoe will design, develop, and implement a single electronic general ledger file transmittal process that complies with Customer’s financial system and policies and procedures for cost allocation and chargeback. Customer will identify, and Tangoe will adhere to required data layouts, field formats, and transmission methodology for this general ledger file. If Customer requires revisions to the general ledger file data layout or field format defined by Customer after service implementation, Customer shall pay Tangoe its then current professional services fees, as quoted by Tangoe. Tangoe will perform a maximum of five (5) electronic general ledger transmittal test exchanges with Customer within eight (8) weeks of the Tangoe/Customer implementation meeting.
- d. Assignment Data Maintenance – Customer will provide Tangoe assignment data from the Hierarchy Data File(s) as part of the service implementation. Tangoe will maintain and utilize the most current version of this assignment data for processing Customer’s call usage detail and user centric services information. Customer will be responsible for updating the assignment data with a single process utilizing a common data format that complies with Tangoe’s requirements for data accuracy and integrity. Tangoe will utilize Customer’s then most currently received assignment data to update Tangoe’s the Platform database. Tangoe will manage exceptions brought to its attention by Customer. Assignment data that cannot be correlated to a department code and/or user name will remain in an unassigned category and represented as such in the Platform.
- e. At Customer’s instruction, Tangoe will research and resolve unknown assignment data and other exceptions inherited at service implementation along with Tangoe’s delivery of services under this Schedule. Tangoe will work with Customer to resolve exceptions identified by Tangoe’s call usage detail processing efforts. For such exception resolution, Customer will compensate Tangoe according to Tangoe’s then current professional fees, as quoted by Tangoe.
- f. Reporting and Information Delivery - Tangoe will provide Customer processed call usage detail and/or user centric services data, along with standard management, exception, and variance information to Customer as outlined on Exhibit 2 using the Platform, which will maintain twenty-four (24) months of historical data. Any requirement for data to be maintained resident in the Platform greater than twenty-four (24) months will be quoted at time of

request. Tangoe will provide a standard suite of reports at no charge to Customer. Customer specific or any custom report creation requiring more than (1) hour of programming time will be chargeable at Tangoe's then-current professional service fees, as quoted by Tangoe.

iii. **Ad Hoc Reporting**

- a. Provide access for up to ten Customer administrators to the ad hoc reporting module which allows administrators to create custom reports.

2. Customer Responsibilities

Customer shall provide the following information and assistance during lifecycle:

i. **General**

- a. Maintain letters of agency/authorization and Vendor required non-disclosure agreements authorizing Tangoe to retrieve and change billing media on behalf of Customer;
- b. Provide Tangoe with written notice of any non-Initial Scope sites, invoices, Regions, or Vendors that are in scope for the Services within this Schedule, that it wishes to on-board as part of the Services; and
- c. Ensure that all required documents in support of the contractual deliverables are provided within the time period and frequency as identified.

Miscellaneous Fees for CDR Chargeback and Usage Management Services Schedule.

The following items are one-time and miscellaneous fees that may apply during the term of this Schedule.

One Time Service Establishment and Miscellaneous Fees	Fee
Out of pocket expenses, including travel, living, postage (including each mail box fee), special handling, language translation services and voice/web conferencing incurred in connection with the Services	Charged at Tangoe's cost
Invoice storage & data archiving	\$3.50 per month per box (\$50 per month minimum)
CDR storage in excess of 24 months	\$200 per month
Available information exported to digital media in excess of once annually	\$300 per request
Custom process and / or report development, including any one-time or recurring reports not currently available in the Platform and/or defined in this Schedule	Price based on scope
Additional data loading services (i.e. any data imports beyond listed scope in this Schedule, non-standard invoice adjustment/allocation loads, and/or historical loads/reloads)	Price based on scope
Customer training (the Platform, Ad-Hoc Reporting, and/or any other training requested by Customer, not specifically defined in this Schedule)	Price based on scope
Development of additional payment file formats	\$200 per hour
Setup Fee	\$3000
Call Collector (if applicable per unit and non-return fee)	\$2,500 per device
Call Collector Lease (if applicable)	\$160 per device per month
New site setup or new data source and implementation	\$200 per hour
Customer request for reprocessing - Daily Run	\$200 per hour
Customer request for reprocessing - Monthly Run	\$200 per hour
Custom input / output feeds (e.g., 3rd party charge file - for input into monthly allocations)	\$300 per file/per month
Usage Based Chargeback on Carrier invoice data	\$.003 per record. \$350 minimum fee per month per input source
Shipping	At Cost

Exhibit A

Service Level Agreement for CDR Chargeback and Usage Management Services

Service Level Category	Service Level	Attainment Level
Call Detail Record Collection	Tangoe will collect and validate the previous day's call detail records by close of business U.S. Eastern Time of the following business day.	100%
Call Detail Record Collection	Report any unresolved any call detail record collection issues to Customer by 11 am Eastern Time each day.	100%
Configuration Changes	Tangoe will make necessary changes to support new Customer business rules or configuration changes within thirty (30) days of receiving documentation / specifications from Customer for such changes.	100% from date of receipt of documentation / specifications from Customer
Platform Availability	<p>The Platform will be available after excluded minutes are subtracted.</p> <p>Excluded minutes include:</p> <ul style="list-style-type: none"> Planned downtime during the weekend hours from 8 pm Friday, through 5 am Monday, Central Time and other periods for which Tangoe gives 72 hours or more notice Downtime that is less than 30 minutes and outside of 7 am – 7 pm Central Time) Any unavailability caused by circumstances beyond Tangoe's reasonable control 	99% as measured on a monthly basis
Reporting	Deliver performance reports for service level metrics, system availability reports, and all reporting as set forth in the Playbook.	Produced no more frequently than the day(s) / date(s) specified in the Playbook
<p>Tangoe will issue a credit equal to 1% times Customer's Minimum Monthly Fee for each SLA violation not to exceed 10% times Customer's Minimum Monthly Fee in any month.</p> <p>Further, Tangoe's failure to meet a specific SLA above during three consecutive calendar months shall constitute a material breach of this Schedule (unless the failure is caused by any event outside of Tangoe's reasonable control), and Customer may terminate this Schedule within 30 days following such failure by providing Tangoe with at least 10 days prior written notice of termination. Upon such termination, Customer shall pay Tangoe for its Service fees through the date of termination and then Customer shall have no further financial obligation to Tangoe. The provisions of this Exhibit state Customer's sole and exclusive remedy for any SLA deficiencies of any kind.</p>		

Exhibit B

Call Detail Recording & Chargeback Services Report List

Summary				
Entire Company	Analysis (Graph)	Bill View	List View	Usage View
By Individual Department	Analysis (Graph)	Bill View	List View	Usage View
Telephone Category	Analysis (Graph)	Bill View	List View	Usage View
Network Category	Analysis (Graph)	Bill View	List View	Usage View
Wireless Category	Analysis (Graph)	Bill View	List View	Usage View
Location Summary				
For All Locations	Analysis (Graph)	Bill View	List View	Usage View
By Individual Location	Analysis (Graph)	Bill View	List View	Usage View
Telephone Category	Analysis (Graph)	Bill View	List View	Usage View
Network Category	Analysis (Graph)	Bill View	List View	Usage View
Wireless Category	Analysis (Graph)	Bill View	List View	Usage View
Employee Activity				
Call Detail Sorted by:	Number of Calls	Minutes	Cost	Date
Average Calls per Day by:	Number of Calls	Minutes	Cost	Day
Average Calls per Hour by:	Number of Calls	Minutes	Cost	Hour
Employee Activity Selection by:	Day of the Week	Date		
Call Detail Usage Summary				
By Individual				
Most Expensive International Calls		International Calls Between 6:00 PM and 6:00 AM		
Most Expensive Calls		Longest Duration Calls		
Most Frequently Called Numbers		Longest Duration Called Numbers		
Most Expensive Called Numbers		Expensive Calls Between 6:00 PM and 6:00 AM		
Usage Summary by Date		Longest Duration Calls Between 6:00 PM and 6:00 AM		
Weekend and Holiday Calls				
PBX Usage				
Entire Company by:	Vendor	Trunk Group	Cost Center Use Allocation	
Usage Summary (Inbound) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
Usage Summary (Outbound) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
Usage Summary (All Calls) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
Individual by:	Vendor	Trunk Group	Cost Center	Use Allocation
Usage Summary (Inbound) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
Usage Summary (Outbound) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
Usage Summary (All Calls) by:	Calls	Duration	Cost	Average Duration
	Calls (Graph)	Minutes (Graph)	Cost (Graph)	Average Cost
PBX Trunk Group by:	Calls	Cost	Minutes	