ACS ENTERPRISE SOLUTIONS, INC. WORK REQUEST FORM

Customer:	CeRTNA	Request Date:	7/17/2017
Job Number:	391-000	Change Number:	2225
Requested By:	Patrick Honny	Due Date: 07/1.	/2014 - 6/30/2015
Hourly Rate:	See Below	Estimated Hours:	See Below
Not to Exceed Amoun	t:N/A	PO Number:	NA
ACS Manager:	1	Technicians:	Juan Coy
Customer Signature:	Ja 1 3		
Customer Name:	Patrick Honny	Date: 8 ()	4
ACS Signature:	MBriglouph		
ACS Name: Josep	hM. Buczakowski	Date: $\frac{12/3\theta}{2}$	2014

DESCRIPTION OF WORK:

Overview:

The purpose of this Work Request is for ACS Enterprise Solutions (ACS) to provide technical support services to CeRTNA (includes ERDS and G2G), end user ERDS or G2G County customers and submitters on a 12 month retainer basis.

- ACS will allocate 330 hours of retainer support resources over the 12 month timeframe, July 1, 2013 through June 30, 2014, to provide remote and/or on-site assistance for use of the CeRTNA ERDS or G2G portals in a production environment. This includes assistance with user questions, trouble shooting, and problem resolution.
- 2. In addition to the information provided from bug-tracker ACS will provide a monthly summary report to CeRTNA that will include:
 - a. Description of service provided
 - b. Date
 - c. Employee
 - d. Number of hours
 - e. Classification
 - f. Severity

Assumptions:

- 1. This Work Request is a twelve month agreement, effective July 1, 2014 through June 30, 2015.
- 2. The 330 hours of retainer support will be allocated for regular business hours, 7:30 AM 5:00 PM Pacific Time, Monday through Friday, excluding specific holidays based on a holiday calendar agreed to between CeRTNA and ACS.
- 3. After hours support is 5:00 PM 7:30 AM, Pacific Time, Monday through Friday and all day Saturday and Sunday and specific holidays based on a holiday calendar agreed to between ACS and CeRTNA.
- 4. The minimum unit of support will be 30 minutes.

ACS ENTERPRISE SOLUTIONS, INC. WORK REQUEST FORM

- 5. ACS will provide response times under this agreement as outlined in Table 1: Response Time Model.
- All non-critical services charged against this work request are to be pre-approved by CeRTNA.
 Where reasonable non-critical services will be gathered and executed in a block of time.
- 7. ACS will obtain pre-approval from CeRTNA for any required travel and living expenses.

Costs:

- 1. ACS will provide 330 hours of support at a rate of \$150.00 per hour for a total of \$49,500.00 which constitutes the retainer fee for the 12 month period.
- 2. ACS will provide after-hours support at the rate of \$225.00 per hour.
- 3. ACS will seek written pre-approval from CeRTNA prior to incurring any fees or charges under paragraphs 1-3 immediately above or prior to any required travel and living expense associated with this support. For purposes of this paragraph 4, an e-mail constitutes "writing".

Payment Terms:

- ACS will invoice CeRTNA on a monthly basis for all retainer support service hours (and/or approved expenses and/or after hours support) incurred in a prior month beginning August 1, 2014 until the 330 hours of retainer support hours are fully invoiced.
- 2. Invoices are payable within 30 days of receipt.

Termination:

1. CERTNA for its convenience may terminate this work request in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the retainer fee provided for in this Work Request shall be made. Such adjustment shall provide for payment to ACS of a pro-rata portion of the retainer fee based on the portion of the 12-month term that elapsed before the termination date, plus any reasonable termination expenses incurred by ACS (including but not limited to cancellation or demobilization costs or fees). Upon receipt of termination notice, ACS shall promptly discontinue services unless the notice directs otherwise.

Indemnification:

1. ACS agrees to indemnify, defend (with counsel reasonably approved by CERTNA) and hold harmless CERTNA and its authorized directors, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Work Request from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CERTNA on account of any claim therefor except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. ACS's indemnification obligation applies to CERTNA's "active" as well as "passive" negligence but does not apply to CERTNA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ACS ENTERPRISE SOLUTIONS, INC. WORK REQUEST FORM

Table 1: Response Time Model

Severity	Description	Response Model
1 = Down	 County can't e-record and no workaround available Reserved for production systems Total loss of system functionality 	 Acknowledgement of receipt of request and classification as Severity 1 within 1 hour Resource assigned to request within 1 hours Frequent status reporting by mutual agreement
2 = Critical	 Significant loss of functionality preventing attainment of business goals Available workaround not acceptable Development or test issues that are urgent 	 Acknowledgement of receipt of request and classification as Critical within 2 hours Priority focus from the available support resources Status reporting once per business day
3 = Major	 Production issues or questions not urgent in nature Temporary workarounds available but needs longer term fix Development, test, or administration issues or questions 	 No guaranteed response time Resolution coordination from available support resources Status reporting every 3 business days or more frequently as status changes
4 = Minor or Informational	 Minor, temporary or infrequent issues which affect a limited number of users Product functions as designed, but does not meet customer's business situation 	 No guaranteed response time Estimated completion date (if available) provided to customer Status monitored every two weeks with status updates as known Enhancement requests logged