

**Statement of Work (SOW)**

for

**Santa Barbara County****1. Services**

Alcatel-Lucent and Santa Barbara County will perform the responsibilities assigned to them, respectively, in this SOW.

Table Legend: AL=Alcatel-Lucent; C=Customer (Santa Barbara County)

Tasks	AL	C
<b>Technical Support Gold</b>		
<b>Service Level Agreement (SLA) Targets: 24/7 Welcome Center, 24/7 support window, respond/restore/resolve times of 30 minute/6-hour/45 calendar days for Critical issues, 1 hour/12 hours/90 calendar days for Major issues, and Next-Business-Day/best-effort/best-effort for Minor issues.</b>		
Provide remote access to engineers for product-related questions, troubleshooting, diagnostics, and patch/maintenance releases to restore and resolve network troubles for Maintained Products (products covered by this SOW).	X	
Provide 24/7 access via phone or web to the Alcatel-Lucent Welcome Center to open an Assistance Request ("AR").	X	
Troubleshoot network problems down to Maintained Product component level, or sufficiently to exclude Maintained Products as the root cause.	X	
Provide technical advice from product specialists from our Technical Support Centers ("TSC") including information, advice, and assistance for the Maintained Products and their features, operational issues, and known problems/solutions.	X	
Provide patch/maintenance releases for Maintained Products in accordance with the applicable product software support policy.	X	
Restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds.	X	
Provide 24x7 access to product specific Customer Support content of Alcatel-Lucent.com	X	
When reporting an AR, Santa Barbara County shall include Severity Level of problem and output of any diagnostics. Also identify site ID or contract number, submitter name & location, callback telephone number and/or email address, system name & location, processor location, type and serial number, and alternate contact.		X
<b>RES Return for Repair (RES- RFR)</b>		
<b>Service Level Agreements (SLAs): Repair or replacement of defective Santa Barbara County-owned RES Entitled Parts in forty-five (45) days or less.</b>		
Repair or exchange from Alcatel-Lucent inventory RES Entitled Parts at Santa Barbara County's request. Deliver Parts to Santa Barbara County's Entitled Site by the applicable RES Delivery Deadline.	X	
Provide a specific form to be used by Santa Barbara County to record the failure description of the Part.	X	
On the next Business Day following Santa Barbara County's request, provide a Part Request Number as return authorization and shipping instructions.	X	
Upon receipt of the reported defective Parts, including documentation and Part Request Number label, repair or exchange the defective Parts and deliver the functional Parts within the specified RES Delivery Time.	X	
With each returned part, attach to the exterior of the shipping container all relevant documentation (failure description, diagnostic results, serial number, part request number).		X
Assist in minimizing No Fault Found (NFF) by using technical support, complying with manufacturer diagnostic procedures, and being familiar with manufacturer's published references.		X
Provide adequate packing material to protect against damage during shipping.		X
Manage electrostatic discharge (ESD) sensitive material with appropriate protection to avoid ESD damage.		X
Be responsible for all transportation related expenses (labeling, packaging, shipping, insurance)		X



Tasks	AL	C
for the part shipped to Alcatel-Lucent.		
Ensure that delivery site is ready to receive repaired/exchanged part. Delays and repeat attempts to deliver parts relieves Alcatel-Lucent of its RES Delivery Deadline obligations and may result in additional charges.		x
Package the defective Parts and ship them to arrive at the designated shipping location within thirty (30) days of initial repair request.		x
Parts request process:		
Diagnose and isolate the faulty part in cooperation with Alcatel-Lucent technical support if required.		x
Initiate part request through the Welcome Center, internet portal or e-mail. Time critical requests must go through the Welcome Center.		x
Provide company name and contact information, product name, service, entitled site company name and address, contract name, serial numbers.		x

**2. Service Notes**

**Technical Support:**

- SLA Targets do not apply to solutions, NOS products, wireless small cell terminals, or fixed wireline access CPE devices.
- SLA Targets apply to GA (Generally Available) hardware/software and consequently will not apply to either pre-GA or SE (Support Ended) hardware/software.
- Does not include preventive maintenance.
- On-site support is not specifically provided as part of this service. If Alcatel-Lucent determines it cannot restore or resolve an issue remotely, Alcatel-Lucent, at its sole discretion, may provide emergency on-site support.
- If Santa Barbara County purchases or collocates additional products of the same type for which Maintenance Services are in effect or additional license capacity during the Initial Term or any Renewal Term, Santa Barbara County will pay the pro-rated maintenance fees in advance of coverage at the standard rate stated below for the additional products or license capacity based on the number of months remaining in the applicable Term, starting on the dates on which the new products were put into service. Santa Barbara County shall provide an update of any change in quantities on Maintained Products on a quarterly basis or otherwise agreed to in writing. Updates must occur annually at a minimum. However, notwithstanding the foregoing, an immediate update is required if the Santa Barbara County increases the quantity of the Maintained Products by more than 10% at any time.
- Santa Barbara County must purchase Maintenance Service coverage for all products in its network of the types for which Maintenance Services are in effect under this SOW. Santa Barbara County shall allow Alcatel-Lucent, if Alcatel-Lucent deems it necessary, to verify the accuracy of the Maintained Products, by reasonable means.
- Prices are based upon purchase of Maintenance Services for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Santa Barbara County may not terminate this SOW, or any order pursuant to this SOW, in whole or in part, for convenience during the Initial Term or any Renewal Term.

**RES Return for Repair (RES-RFR):**

- Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be Form, Fit and Functionally compatible.
- RES does not include:
  - Part modification or upgrade.
  - Root cause analysis that specifies the actual Part failure cause or any specific remedial action.
  - Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non-Alcatel-Lucent personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-Alcatel-Lucent personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism or other hostiles actions.
  - Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Alcatel-Lucent approved personnel; (4) the installation or attachment of non-Alcatel-Lucent or non-OEM approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer.
  - Passive and mounting hardware such as cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.
  - Consumables such as batteries, air filters, or transformers.

- Documentation or software in all media forms.

### 3. Pricing

- The quoted prices are valid for purchase orders received within 60 days from the date of this SOW.
- Anything not specifically described above is not included in this SOW.
- All prices are in \$US, unless stated otherwise, and do not include taxes.
- If this SOW is accepted as is, please reference the 14US093188A1 quote number on Santa Barbara County's purchase orders.
- Service pricing in this SOW is only valid for equipment contained in the BOM represented by the quote number indicated above. Equipment provided under any other quote number is not covered in this SOW and will require additional services pricing.

Product/Service Type	Ordering Instructions	Year 1
(2) hops 9500 MPR TS Gold	301090767	\$277.40
(2) hops 9500 MPR Std Repair 45 days	301090775	Warranty
		<b>\$277.40</b>

~ OR ~

Product/Service Type	Ordering Instructions	Year 1	Year 2	Year 3
(2) hops 9500 MPR TS Gold	301090767	\$271.85	\$271.85	\$271.85
(2) hops 9500 MPR Std Repair 45 days	301090775	Warranty	\$1,878.55	\$1,878.55
		<b>\$271.85</b>	<b>\$2,150.40</b>	<b>\$2,150.40</b>

### 4. Terms and Conditions

- Performance of the services described in this SOW shall be governed by the terms of Supply Agreement number 2368, effective February 16, 2001 between the County of Santa Barbara ("Santa Barbara County") and Alcatel USA Marketing, Inc., now Alcatel-Lucent USA Inc. ("Alcatel-Lucent") ("Agreement"). No obligation to provide any of the services described herein arises unless an order for such service, incorporating the terms of this SOW, has been placed by Santa Barbara County and accepted by Alcatel-Lucent. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein.
- Term of SOW: Will begin on the day the purchase order is accepted or such other service start date as may be agreed to in writing by the parties and will continue:
  - (a) for recurring services for a period of **one (1) or three (3) years**, depending upon the option selected, as the Initial Term with automatic renewals for successive one-year terms (Renewal Term) unless either party gives written notice of intent to not renew no later than sixty (60) days prior to the expiration of the Term then in effect. The prices and terms of service for a Renewal Term shall incorporate any modifications of which Alcatel-Lucent has provided Santa Barbara County written notice prior to the start of the Renewal Term. Santa Barbara County shall place a confirmatory purchase order for each Renewal Term prior to the first day of that Renewal Term.
  - (b) for non-recurring services, until the date the services have been accepted or completed
  - (c) or until the date this SOW is terminated in accordance to the Agreement
 Prices are based upon purchase of the service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Santa Barbara County may not terminate this SOW, or any order pursuant to this SOW, for convenience during the course of the Term of the SOW.
- This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.



IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

<b>County of Santa Barbara</b>	<b>Alcatel-Lucent USA Inc.</b>
Signature: <i>Matty Pontes</i>	Signature: <i>Pat Dowd</i>
Name (Print): <i>MATT PONTES</i>	Name (Print): <i>Pat Dowd</i>
Title: <i>DIRECTOR GENERAL SERVICES CSCO</i>	Title: <i>Senior Contract Mng.</i>
Date: <i>10/6/14</i>	Date: <i>10/6/2014</i>

*"Signed with permission by Jay Jung  
on behalf of Pat Dowd"*



**Appendix: Maintained Products and Scope of the Services**

<b>Equipment</b>	<b>Quantity</b>	<b>Location</b>	<b>Services</b>	<b>Support Level</b>
9500 MPR	2 hops	Santa Barbara, CA	TS, RES	Gold, R4R

## MAINTENANCE TERMS AND CONDITIONS

### Definition of Severity Levels

“Critical” (Severity Level 1 or SL1): The system is inoperative and Santa Barbara County’s inability to use the product has a critical effect on Santa Barbara County’s operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.

“Major” (Severity Level 2 or SL2): The system is partially inoperative but still usable by Santa Barbara County. The inoperative portion of the product severely restricts Santa Barbara County’s operations, but has a less critical effect than a Severity Level 1 condition.

“Minor” (Severity Level 3 or SL3): The system is usable by Santa Barbara County, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Santa Barbara County operations.

### Definitions of TS Key Performance Indicators

“Respond Time” (Specialist Call-back): The time period from when Santa Barbara County first notifies the Alcatel-Lucent Welcome Center of a reported problem to when an Alcatel-Lucent expert attempts to contact Santa Barbara County via telephone or preferred contact method as defined when submitting the request. In the event Alcatel-Lucent is unable to contact Santa Barbara County after three (3) attempts, the ticket will be closed.

“Restore Time” (Remote Neutralization): The time from when Alcatel-Lucent is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when Alcatel-Lucent provides the means to return a system to operational status.

“Resolve Time” (Final Resolution Time): The time from when Santa Barbara County first notifies the Alcatel-Lucent Welcome Center to the time when a procedural solution/fix to address the issue is made available to Santa Barbara County. This may occur simultaneously with Restore Time, unless the Restore Time is by means of a temporary workaround and Alcatel-Lucent determines that a more suitable permanent solution can feasibly be provided.

### Service Level Agreement (SLA) Targets

SLA Targets specify the performance objectives in terms of KPIs by severity level. SLA Targets vary depending on the maintenance coverage selected (see SLA Target table).

### Patch Releases/Maintenance Releases

TS Service includes only patch releases and maintenance releases as may be made available for Alcatel-Lucent Maintained Products in accordance with the applicable software support policy during the Term for use with Maintained Products. TS Service does not include access to feature releases. Decisions of which versions of software will be updated, and whether to include a correction in a maintenance release as opposed to including it in the next feature release, rests in Alcatel-Lucent’s sole discretion. TS Service does not entitle or support Santa Barbara County to use optional or new software features resident in a maintenance release or feature release, except to the extent that Santa Barbara County has separately paid the applicable license fees for the use thereof. Alcatel-Lucent shall have the sole right to determine whether a new functionality shall be included in a feature release or as an optional software feature.

### License Terms

All software that is ultimately provided in connection with TS Service, including without limitation maintenance releases, patch releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

### Lab System

TS Service is intended for Maintained Products deployed commercially in a communications network. Coverage may be extended to Maintained Products used in Santa Barbara County’s own lab for testing purposes before and during commercial use in Santa Barbara County’s network if such lab use is identified on the SOW. TS Service for lab systems will be provided at normal business hours, on normal business days, at the local time of the place where Santa Barbara County’s equipment is located without regard to the Support

Level applicable to Santa Barbara County’s other Maintained Products. Respond Time-only indicators will apply.

### Customer Service Delivery Feedback/Escalation

Santa Barbara County may escalate a problem or provide feedback on the TS Service that is being delivered or has been delivered. Service Delivery Feedback is for tasks and provision of deliverables specifically defined in this document. Santa Barbara County may initiate escalation or feedback by calling the Welcome Center number and ask to speak to the duty manager to escalate an open AR or create a Service Delivery Feedback AR.

### Santa Barbara County Responsibilities Concerning Alcatel-Lucent Web Site Access

By accessing any Alcatel-Lucent.com web site Santa Barbara County agrees to the following:

Santa Barbara County shall not enable or permit Web site access to any person other than its employees, without Alcatel-Lucent’s prior written consent.

If requesting such consent, Santa Barbara County shall identify to Alcatel-Lucent any non-employee who Santa Barbara County would like to have access to the Web site, and if requested by Alcatel-Lucent, will provide a copy of a Non-Disclosure Agreement executed between Santa Barbara County and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the Maintained Products were supplied. Such agreement will provide, at a minimum, the level of protection provided in this contract. Alcatel-Lucent may refuse consent within its sole discretion.

Santa Barbara County must notify Alcatel-Lucent in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

Santa Barbara County’s use of any Alcatel-Lucent.com web site is subject to all Terms of Use then set forth or linked to the web site. Such Terms of Use shall in no event be construed to increase Alcatel-Lucent’s obligations under this SOW nor to create or modify any performance indicators for the Services under this SOW.

Without limiting Alcatel-Lucent’s other rights, Alcatel-Lucent may deny access immediately and in the future to individuals using the web site other than as permitted. Alcatel-Lucent shall have no liability to Santa Barbara County on account of such denial.

### General Santa Barbara County Responsibilities

Ensure that Maintained Products are installed, configured, operated and maintained in accordance with Alcatel-Lucent applicable installation, operation, administration, and maintenance specifications.

Ensure that Maintained Products are operating on currently supported hardware and software release(s) with implementation of Alcatel-Lucent or OEM required software updates and hardware changes. If Santa Barbara County is not forthcoming with updates to Maintained Products as indicated in above, customer shall allow Alcatel-Lucent to perform an audit of their network, at Santa Barbara County’s expense.

Notify in writing any changes in Maintained Products including, but not limited to quantity or location of Maintained Products less than ninety (90) days prior to the start of the initial or renewal Entitlement Term or to any changes to the Maintained Product or any changes in the Sites.

Allow Alcatel-Lucent, if Alcatel-Lucent deems it necessary, to verify the accuracy of the Maintained Products status by reasonable means.

Keep a logbook in which all events relevant for the performance of the Services shall be recorded. This logbook shall at all times be available to Alcatel-Lucent.

Maintain a procedure external to the software programs for reconstruction of lost or altered files, data, and/or programs.

Perform initial problem diagnostics and analysis to isolate the problem to a Maintained Product.

When contacting Alcatel-Lucent, provide all information regarding the concerned Maintained Product. This includes, without limitation: Site, contract number, submitter name & location, callback telephone number and/or email address, system name & location, processor location, type and serial number, and alternate contact.

Provide all information necessary for Alcatel-Lucent to provide the Services without delay. This may include, without limitation: severity level of problem, output of any preliminary diagnostics, printed logs, already performed actions.



Ensure availability of employees which shall have sufficient competence to assist Alcatel-Lucent's personnel. Any delay time caused by Santa Barbara County shall be deleted from KPI measurements.

**Remote Connection:**

Depending on the Maintained Product a Remote Connection may be mandatory to provide the Services.

The Remote Connection can be established from Alcatel-Lucent's local site, one of the Alcatel-Lucent TSCs (Technical Support Center), the Alcatel-Lucent TEC (Technical Expert Center), Alcatel-Lucent NOC (Network Operations Center), or from an OEM Company or third party service provider (contracted by Alcatel-Lucent for providing support Services for OEM software or Hardware).

Santa Barbara County shall at its risk and expense provide Alcatel-Lucent with the necessary infrastructure to complete a remote connection to the Site.

If, due to reasons beyond the control of Alcatel-Lucent, the Remote Connection cannot be established or is established with unsatisfactory quality or bandwidth, the KPIs specified in the "Service Level Agreements" shall be extended for the same period during which the Remote Connection could not be established. In this situation, Alcatel-Lucent reserves the right, and upon consent of Santa Barbara County, to send skilled personnel to the site to resolve the problem. Separate terms and fees apply.

**Maintenance Exclusions**

Maintenance does not include:

Support for custom software features not named in this SOW as a Maintained Product, that is, any features that are not present in the generally available version of the Maintained Product.

Support for third-party software not licensed to Santa Barbara County by Alcatel-Lucent.

Creating or making corrections to Santa Barbara County-specific reports.

Making specification changes or performing services connected with installation or relocation of the Maintained Products.

Support for non-maintained products, whether or not they reside on the same computing hardware platform or Alcatel-Lucent provided and hardware platform on which Maintained Products reside.

Assistance or service, including without limitation, modification or replacement of the Maintained Products, repair of damage, or increase in service time caused by or required as a result of any of the following:

- Failure to continually provide a suitable operational environment with all facilities prescribed by the applicable product specifications document including, but not limited to, the failure to provide, the failure of, or faulty, adequate electrical power, air conditioning, or humidity, dust control.
- Use of the Maintained Products in a manner not in accordance with its specifications, operating instructions, or license-to-use.
- Maintenance, repairs, or other services resulting from casualty, catastrophe, natural disaster (which shall include, but not be limited to, fire, flood, earthquake, water, wind or lightning), accident, transportation difficulties, terrorism or other hostile action, neglect by Santa Barbara County, negligence of Santa Barbara County, or misuse by Santa Barbara County.
  - In the event of a service interruption caused by accident, disaster, or terrorism Alcatel-Lucent will make a commercially reasonable attempt to restore service on the Maintained Products. If, however, service is not restored within 12 hours, Alcatel-Lucent and Santa Barbara County will mutually agree on next steps to be taken, which may include the purchase of disaster recovery services to restore service. Additionally, the commercially reasonable efforts contemplated by this provision do not include the provision of new, replacement, or additional hardware or software or performance of on-site services, which if available would require payment of additional charges.
- Modifications, maintenance, or repair performed by other than Alcatel-Lucent designated personnel, including changes, modifications or alterations not authorized by Alcatel-Lucent in the Maintained Product, the hardware, or the software environment in which the Maintained

Product operates, including without limitation the introduction of updates of third party software or hardware that have not been validated by Alcatel-Lucent.

- Attachment of unspecified or non-approved products to the Maintained Products, or failure of a processor or other equipment or software not maintained by Alcatel-Lucent, or failure of removable or rotating storage media.
- Database problems: If the condition is determined to be the result of corruption of the Maintained Product's database, and such corruption is not the direct result of the Maintained Products, the condition will be referred back to Santa Barbara County. However, if corruption is the result of, or caused by, Alcatel-Lucent's Maintained Products, Alcatel-Lucent shall manage the resolution of the problem, at no additional charge; provided, however, Alcatel-Lucent shall only be responsible for restoring data on the media. Santa Barbara County shall be responsible for providing Alcatel-Lucent with the data that needs to be restored.
- Hardware/firmware problems: When a condition has been isolated to a hardware or firmware problem on a product that is not covered under this Agreement, the condition will be referred back to Santa Barbara County for disposition under whatever maintenance arrangements Santa Barbara County may have for such hardware or firmware.
- Other/interfaces systems problems: If the condition is determined to be caused by systems other than the Maintained Products, including, but not limited to, systems that interface with the Maintained Products, the condition will be referred to Santa Barbara County for corrective action unless the other system(s) has been furnished by Alcatel-Lucent and is covered under this SOW, in which case Alcatel-Lucent shall manage the resolution of the problem.

Equipment certification, as required per Alcatel-Lucent's policy on equipment not installed by an approved Alcatel-Lucent installer, or lapse in Maintenance coverage that spans more than 90 days, or equipment that has been moved.

Unless otherwise specified in this SOW, installation of modifications, upgrades, features, enhancements or model conversions, refinishing or refurbishing of products, TSC assistance required in support of non-Alcatel-Lucent manufactured equipment, or direct routine TSC assistance initiated by an individual site if TSC support is provided to a Santa Barbara County staffed control center and/or centralized engineering group.

Maintenance or repairs of accessories, attachments or any other devices not identified in this SOW.

Furnishing of optional accessories or consumable supplies.

Recovery of any lost data or expenses for reconstructing data lost during the performance of Maintenance Services.

Training of Santa Barbara County staff.

Furthermore, should Santa Barbara County desire Services for any used Product and/or Product which is not under warranty or has not been under a support service agreement with Alcatel-Lucent, in effect immediately prior to the request for Service hereunder, the Product must be inspected and certified for support Service at Alcatel-Lucent's then-current rates, prior to being eligible for support Services under this SOW.