



PARTICIPATING ADDENDUM TO STATE OF UTAH COOPERATIVE CONTRACT WITH CRADLEPOINT, INC.

This Participating Addendum to the State of Utah Cooperative Contract with Cradlepoint, Inc. (the "Addendum"), is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Cradlepoint, Inc., a Delaware corporation registered to transact business in the State of Florida ("Cradlepoint" or "Contractor") (collectively, Cradlepoint and County are referred to as the "Parties").

RECITALS

A. On or about October 1, 2019, the State of Utah entered into a cooperative contract with Cradlepoint (the "Contract" or "Master Agreement") for data communications products and services pursuant to State of Utah Solicitation #SK 18001.

B. The Contract permits political subdivisions of a state to make purchases based on the terms and conditions of the Contract by entering into a Participating Addendum. County desires to purchase products, services, and solutions from Cradlepoint pursuant to the terms of the Contract as supplemented and amended in this Addendum.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings:

1.1 Board. The Board of County Commissioners of Broward County, Florida.

1.2 Contract Administrator. The Director of County's Transit Division or other person as designated by County in writing.

1.3 Customer or Participating Entity. For the purpose of this Addendum and all transactions between Cradlepoint and County pursuant to the Contract or this Addendum, all references to Customer or Participating Entity in the Contract, or any other reference that is intended in context to refer to the purchasing entity, shall be deemed to refer the County (or, as applicable, to the respective entity or agency within County).

2. EXHIBITS AND ORDER OF PRECEDENCE

The following exhibits are attached hereto and incorporated into this Addendum:

Exhibit A	Security Requirements
Exhibit B	Service Level Agreement
Exhibit C	Insurance Coverages

Exhibit D FTA Supplement

The Contract, as supplemented and amended by this Addendum, is incorporated in its entirety as if fully set forth herein. If there is a conflict or inconsistency between any provision contained in the Contract and any provision of this Addendum (excluding the Contract), the provisions of this Addendum (excluding the Contract) shall prevail as to transactions between the County and Cradlepoint pursuant to this Addendum. All capitalized terms not expressly defined within this Addendum shall retain the meaning ascribed to such terms in the Contract.

3. SCOPE OF SERVICES

3.1 Scope of Services. For any services that are included in the Contract and requested by County, Cradlepoint or its Fulfillment Partner (as defined in Attachment A to the Contract) shall complete all services set forth in any Order (as defined in Section 3.4) issued by County under this Addendum. Unless stated otherwise in this Addendum, the work required of Cradlepoint includes all labor, materials, and tasks, whether or not enumerated in the Addendum, that are such an inseparable part of the work expressly stated in the Addendum that exclusion thereof would render Cradlepoint's performance impractical, illogical, or unconscionable. All services to be performed under this Addendum must be performed by Cradlepoint or a Fulfillment Partner, provided County approves same in advance in writing. Cradlepoint, its Fulfillment Partner(s), the Products, and Services will comply with Exhibit A and Exhibit B of this Addendum, as applicable.

3.2 Third-Party Software. Any Order that includes third-party software (a) must specifically identify the third-party software at issue and the applicable license terms and conditions, and (b) must be approved in advance by the Board or the Director of Purchasing.

3.3 Updates, Upgrades, and Releases. For the full term of this Addendum, Cradlepoint shall promptly provide to County, and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases for any software or subscriptions provided under this Addendum.

3.4 Orders. At County's request, Cradlepoint or a Fulfillment Partner shall issue a quote for any goods or services considered for purchase by County under this Addendum. If County elects to procure the goods or services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order to acquire such goods or Services (the "Order"). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the goods or Services purchased and may be directed to Cradlepoint or its Fulfillment Partner. Orders shall be approved or executed on behalf of the County as follows: the Contract Administrator may issue Orders for which the cumulative total cost to County is less than \$50,000.00; the Purchasing Director may issue Orders for which the cumulative total cost to the County is within the Purchasing Director's delegated authority; any Orders above the Purchasing Director's authority must be approved by the Board. The Contract Administrator will issue a Notice to Proceed for any contracted goods or services subsequent to issuance of the Order.

Cradlepoint or its Fulfillment Partner shall not provide goods or services under any Order until after receipt of the applicable Notice to Proceed.

3.5 Support and Maintenance Services. Any Order shall specify the scope and extent of technical support purchased by County. To the extent technical support services are purchased by the County under an Order, Cradlepoint shall promptly provide technical support in accordance with the Cradlepoint technical support policies then in effect.

3.6 Service Level Addendum. Any Order for cloud services, hosting, or software-as-a-service ("SaaS") shall meet or exceed the service levels and standards stated in Exhibit B of this Addendum.

3.7 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

4. TERM

4.1 Term. The Addendum shall be effective as the complete execution by the Parties and shall be coterminous with the Contract, inclusive of any extensions, unless earlier terminated by the Director of Purchasing in writing.

4.2 Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

5. COMPENSATION

5.1 Method of Billing and Payment. Cradlepoint or its Fulfillment Partner may submit invoices for goods provided and Services purchased by County under this Addendum. County shall pay the appropriate party within thirty (30) days after receipt of a proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to the appropriate party at the most recent address designated under the "Notices" provision of this Addendum or the applicable quote. To be deemed proper, an invoice must comply with all requirements set forth in this Addendum and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to reasonably withhold payment of the invoice based on Cradlepoint or its Fulfillment Partner's

material breach of any term, condition, or requirement of this Addendum. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2 Travel. With respect to travel costs and travel-related expenses, if applicable, Cradlepoint agrees to adhere to the limitations of Section 112.061, Florida Statutes. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County, or that exceed the amounts permitted under Section 112.061, Florida Statutes.

5.3 Federal Funding. Cradlepoint acknowledges that portions of the goods or services provided under this Addendum will be funded with grant funds from the Federal Transit Administration. As of the effective date of this Addendum, Cradlepoint agrees to comply with the applicable provisions set forth in Federal Funding Supplement attached hereto as Exhibit D.

5.4 Final Acceptance Testing. Pursuant Broward County Administrative Code Section 22.148, all applicable software or software subscription (including SaaS) purchases must be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services, to determine whether the software: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in the applicable Order and any applicable specifications; and (iii) meets the acceptance criteria stated in the Order, if any (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). Final payment for any Order shall not be made prior to the written confirmation by the County's Chief Information Officer or his or her designee that the software, equipment, and related services have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6. MISCELLANEOUS

6.1 Cradlepoint represents that any Fulfillment Partner used by Cradlepoint to provide products, services, or solutions under this Addendum is an authorized Cradlepoint reseller for the duration of the services or solution provided pursuant to this Addendum. Cradlepoint shall promptly notify County if any Fulfillment Partner providing services pursuant to an Order under this Addendum is no longer an authorized Cradlepoint reseller, and Cradlepoint shall propose a substitute Fulfillment Partner for continued provision of Services under that Order at no additional cost to County, if County elects to replace the partner or reseller at issue.

6.2 Insurance. Cradlepoint shall maintain, at its sole expense, on a primary basis, at all times during the term of this Addendum at least the minimum insurance coverage designated in Exhibit C.

6.3 Notices. In order for a notice to a party to be effective under this Addendum, notice must be sent via U.S. first-class mail, with a contemporaneous copy via email to the addresses listed below, and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County
Attn: Director, Transit Division
1 North University Drive, Suite 3100A
Plantation, Florida 33324
Email address: cwalton@broward.org

NOTICE TO CRADLEPOINT:

Cradlepoint, Inc.
c/o Stephanie Wildman
1111 W Jefferson Street, Suite 400
Boise, Idaho 83702
Email address: stephanie.wildman@cradlepoint.com

With Copy to:
Cradlepoint, Inc.
c/o Legal Department
1111 W. Jefferson Street, Suite 400
Boise, Idaho 83702

6.4 **Governing Law and Venue.** This Addendum shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree to comply with all applicable laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

6.5 **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of this Addendum.

6.6 **Compliance with Laws.** Contractor and the services provided under this Addendum must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

6.7 **Severability.** In the event any part of this Addendum is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Addendum and the balance of this Addendum shall remain in full force and effect.

6.8 **Joint Preparation.** This Addendum has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

6.9 **Interpretation.** The titles and headings contained in this Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Addendum.

All personal pronouns used in this Addendum shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Addendum as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Addendum, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

6.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Addendum and any provision of Articles 1 through 6 of this Addendum, the provisions contained in Articles 1 through 6 shall prevail and be given effect.

6.11 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

6.11.1 Keep and maintain public records required by County to perform the services under this Addendum;

6.11.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

6.11.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Addendum and following completion or termination of this Addendum if the records are not transferred to County; and

6.11.4 Upon completion or termination of this Addendum, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Addendum must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119,

Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8323, JAFERNANDEZ@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same by the applicable provisions of the Broward County Procurement Code, and Cradlepoint, Inc., signing by and through its CFO, duly authorized to execute same.

COUNTY

WITNESS:

Luis Garcia
(Signature)

Luis Garcia
(Print Name of Witness)

BROWARD COUNTY, by and through
its Director of Purchasing

By Brenda Ballester
Director of Purchasing

20th day of March, 2020

Teresa Fleury
(Signature)

Teresa Fleury
(Print Name of Witness)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 2-18-2020
Neil Sharma (Date)
Assistant County Attorney

NS
2020-02-05
Cradlepoint Participating Addendum
#474056.8

CONTRACTOR

WITNESSES:

LB
Signature

Lacey Blue
Print Name of Witness above

Signature

Print Name of Witness above

Cradlepoint, Inc.

By: Val Heusinkveld
Authorized Signor

Valerie Heusinkveld, CFO
Print Name and Title

12 day of February 2020

ATTEST:

LB
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



Exhibit A – Security Requirements

Any references to Contractor in this Exhibit shall also be deemed to include any Fulfillment Partners.

Managed Services; Third-Party Contractors; Professional Services. Contractor must ensure upon any terminations or separations of Contractor's employees that such employees' access to County data and network is promptly disabled. Contractor must fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County data or County applications. Contractor shall not disclose or release County data without the advance written consent of County. Contractor must provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Contractor, including but not limited to servers or fail-over servers where County data or files exist or are housed, Contractor must report to County promptly, and in no event later than seventy-two (72) hours after becoming aware of such breach and provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement.

Remote Access. Remote access must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Contractor utilizes to remotely connect to County's network, Contractor must ensure the remote host device is not connected to any other network while connected to County's network (other than networks under Contractor's complete control) unless otherwise authorized in writing in advance by County. Contractor must not use an open, unencrypted third-party public WiFi network to remotely connect to County's network. If at any time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement in whole or in part upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

Contractor-Owned Equipment for Remote Access. Any equipment used to connect Contractor to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated and currently supported operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. County may suspend Contractor's access to County's network immediately without notice. Contractor must utilize industry standard security measures to safeguard from unauthorized access and disclosure County data that resides in or transits through Contractor's internal network.

Software Installed in County's Network. Contractor must advise County of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Contractor shall support updates for critical vulnerabilities discovered in applicable third-party software. Contractor shall ensure that software provided to County is developed based on industry

standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Contractor must mitigate critical vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor software, equipment, system, or SaaS platform as set forth in Contractor's policy outlined below:

Vulnerability Severity (CVSS Score)	Private Disclosure to affected customer and partners	Private Disclosure notification timeline	Public Disclosure	Target Time to Fix Vulnerability	Who generates disclosure documentation
Critical 9.0 - 10.0	Yes Method: Email & NCM	Within 5 business days of discovery with a fix and/or mitigation steps	Yes 10 days after customers notified when fixed . Method: Trust page, Knowledgebase, SFDC Community	Within 45 calendar days	IR & VSR Teams - Lead Review by VP Support, CSO, CPO, VP Prod Mkt
High 7.0 - 8.9	Yes Method: Email & NCM	Within 30 business days of discovery with a fix and/or mitigation steps	Yes 10 days after customers notified when fixed . Method: Trust page, Knowledgebase, SFDC Community	Within 60 business days	IR & VSR Teams Incident Response Team - Lead Review by VP Support, CSO, CPO, VP Prod Mkt
Medium 4.0 - 6.9	VSR-Team Discretion Method: Release notes	VSR-Team Discretion After discovery with a fix and/or mitigation steps	VSR-Team Discretion Method: Trust page, Knowledgebase, SFDC Community	VSR-Team Discretion 90 business days	IR & VSR Teams - Lead Review by VP Support, CSO, CPO, VP Prod Mkt
Low 0 - 3.9	No	No	No	VSR-Team Discretion	NA

If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must notify County of proposed mitigation steps to be taken and timeline for resolution. Software provided by Contractor must not be within three (3) years from its end of life date and the Software must run as least privilege without using fixed or default passwords. Contractor shall regularly provide County with end-of-life-schedules for all applicable software. Contractor shall enable logging by default in software for all successful and failed logins. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Contractor will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

Least Privilege and Auditing. Contractor shall ensure the software provides for role-based access controls and runs with least privileged access.

County Equipment Leased or Purchased from Contractor. Contractor shall ensure that physical security features to prevent tampering are included in any equipment provided to County. Contractor shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the equipment. The equipment must not contain any embedded remote control features unless approved in writing by County's Contract Administrator or as set forth in the applicable product specifications. Contractor must disclose any default accounts or backdoors that

exist for access to County's network. Contractor must make available to County any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). At the time of provision to County, equipment must not be within three (3) years of end of support date. Contractor must regularly provide County with end-of-life-schedules for all applicable equipment. Contractor must support electronic delivery of digitally signed upgrades of any applicable equipment firmware from Contractor's or the original equipment manufacturer's website. Contractor must support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Contractor must use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

Exhibit B – Service Level Agreement

In connection with all Products and Services provided to County under the Addendum, Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Addendum. The standards set forth herein are intended to reflect the current industry best practices for the Application Service Contractor ("ASP") hosting or Software as a Service ("SaaS") solution provided under this Addendum. If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be approved in writing by the Contract Administrator or the Director of County's Division of Enterprise Technology Services ("ETS").

1. Definitions

1.1. "Contractor Platform" means to the ASP or SaaS solution that constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.

1.2. "County Data" means the data and information provided by County or its agents under this Addendum and all results derived therefrom through the use of the Contractor's services, whether or not electronically retained and regardless of the retention media.

1.3. Any other capitalized terms not defined herein refer to those defined terms in the Addendum or Contract.

2. Security

2.1. General

2.1.1. Contractor will ensure that County has the ability to authenticate all access by username/password or two-factor authentication.

2.1.2. Contractor shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor's procedures for the following must be documented and approved by County within 10 days of the Effective Date of the Addendum:

2.1.3.1. Evaluating security alerts and vulnerabilities;

- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Contractor shall ensure that its service providers, subconsultants, Fulfillment Partners, and any third parties performing any Services relating to this Addendum shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function, the discovering party shall immediately bring the situation to the attention of the other party.

2.2. Controls

Contractor shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this SLA, upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.3. Network Architecture/Security

2.3.1. The Contractor Platform shall be protected behind a layer of firewalls. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

2.3.2. Omitted.

2.3.3. Contractor shall protect any Internet interfaces or web services provided under this Addendum using a security certificate from a certification authority ("CA") that meets

or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.4. County shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

2.3.5. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Contractor Platform.

2.3.6. Contractor's wireless networks connected to the Contractor Platform shall be configured at a minimum using Wi-Fi Protected Access 2 (WPA2)-Enterprise, Advanced Encryption Standard (AES), and Protected Extensible Authentication Protocol (PEAP), current industry security standards (or whichever is higher) to secure and protect County Data.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

2.4.3. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Data. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Disaster Recovery

2.5.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with multiple availability zones ("AZs"). Contractor Platform shall be hosted in multiple AZs and all data shall be replicated in all AZs.

2.5.2. Contractor shall conduct a disaster recovery test of Contractor's hosted or SaaS system that comprises the Contractor Platform under this Agreement on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. Contractor shall provide results of the disaster recovery test upon request by County.

2.6. Incident Response

2.6.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data or files exist or are housed, Contractor shall report to County promptly, and in no event later than seventy-two (72) hours after becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County data or copies of County Data without the advance written consent of County.

2.6.2. Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Addendum.

2.7. County Data

2.7.1. Contractor shall maintain controls that ensure logical separation of County Data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (or whichever is higher) for social security numbers, taxpayer identification numbers, employer identification numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII") or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data. Contractor shall immediately notify County of any compromise of the encryption keys. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

2.7.2. Any County Data must be available to County upon request within five (5) business days, in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed to by County and Contractor.

2.7.3. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall in accordance with Contractor's Data Retention Policy, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate

of destruction within ten (10) business days, or (b) delete all County Data and provide a signed certification within ten (10) business days documenting that no County Data is retained by Contractor in any format or media.

2.7.4. County Data is the property solely of County and may not be reproduced or used by Contractor, except as set forth in 22 of the Master Agreement and in performance of duties under this Addendum, without the prior written consent of County. Contractor and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.7.5. County shall have the right to use the Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.7.6. In the event of any impermissible disclosure, loss or destruction of County Data relating to any action or omission of Contractor, Contractor must notify County promptly, and in no event later than seventy-two (72) hours after becoming aware of such event, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

3. Compliance

3.1. Contractor shall cooperate and provide applicable information reasonably requested by County relating to compliance and regulatory requirements. A request for information or review by County may include, but is not limited to, the following:

3.1.1. Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;

3.1.2. Automated scans and penetration ("Pen") tests performed by third-parties hired by Contractor;

3.1.3. Physical inspection of Contractor's facilities by County or its representatives and not to exceed once per twelve (12) month period.

3.2. Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities as related to County's account.

3.5. The Contractor Platform shall provide access to time-stamped data transfer logs related to County's account.

3.6. Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Service Availability

4.1. System Availability

Contractor guarantees that the Service Performance for NetCloud Manager, (as defined by Exhibit 1 of Attachment D of the Master Agreement) as outlined in Contractor's SLA.

4.2. Infrastructure Management

4.2.1. During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

4.2.2. Intentionally Omitted.

4.2.3. Contractor shall ensure that an unlimited number of transactions, provided it doesn't negatively impact other users, (as set forth in Attachment D of the Master Agreement), may be processed to the Service. Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.4. Contractor will retain all database records, in accordance with Contractor's Data Retention Policy.

4.2.5. Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform.

4.2.6. To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

4.2.7. Contractor shall conduct full, encrypted system backups (including system and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full system restoration performed as a recovery procedure after a natural disaster is included as part of Contractor's required Services under this Agreement.

4.3. Performance Monitoring and Hosting Capacity Increases

In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's system within fifteen (15) calendar days of written notice by County.

5. Transition/Disentanglement

Contractor will complete the transition of any terminated Services to County in accordance with Section 26, Attachment A of the Master Agreement.

Exhibit C – Insurance Requirements

Project: Cradlepoint Equipment, Software, & Support Services
Agency: Transit Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVP	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> NCU Explosion Collapse Underground <input checked="" type="checkbox"/> Products Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$2,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto. If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$100,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation. 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301



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 Risk Management Division

Exhibit D – FTA Supplement