

These GENERAL TERMS AND CONDITIONS ("**Agreement**") are agreed to between Park Place Technologies, LLC, on behalf of itself and its affiliates ("**PPT**"), and the undersigned, on behalf of itself and its affiliates ("**Customer**"). "**Party**" means PPT or Customer. "**Parties**" means PPT and Customer.

**TERM; SCOPE.** This Agreement is effective upon execution ("**Effective Date**") and continues until terminated as provided herein. These terms and conditions apply to all sales of services ("**Services**") by PPT to Customer. A signed Statement of Work, accompanied by a Customer purchase order, will precede all sales of specific Services, which Services will be set forth on the Schedule(s) to the Statement of Work. Statements of Work and accompanying Schedules are referred to herein as the "**SOW**" or "**SOWs**".

**SOW SERVICE MODIFICATIONS.** The Customer may remove individual Services or Covered Equipment (defined below) from an existing SOW by giving sixty (60) days' prior written notice to PPT. Credits resulting from Service or Covered Equipment removal will pro-rated based from the effective removal date based on a 30-day month.

**CUSTOMER TERMINATION FOR CONVENIENCE.** Customer may terminate an existing SOW for convenience and without penalty with sixty (60) days' prior written notice to PPT.

**FEES.** Maintenance and other recurring fees are invoiced annually in advance (unless otherwise noted on an SOW) and are payable net 30 days. PPT reserves the right to suspend or terminate maintenance and/or recurring services if fees are not timely paid. Quoted prices do not include applicable taxes or duties. Customer will be responsible for any applicable taxes or duties (e.g. sales tax, VAT, GST) imposed by any governmental authority relating to the purchase of the Services, except for any taxes based solely on PPT's income. If Customer is tax exempt, Customer must provide a valid Tax Exemption Certificate.

**CUSTOMER COMPLIANCE.** Customer agrees to comply with all applicable laws and regulations. Customer is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities. Customer will not access or use Services in any manner that would cause any Party to violate any U.S. or international embargo, export control law, or prohibition. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with this Agreement or an SOW. If Customer learns of any violation of the above restrictions, Customer will use reasonable efforts to promptly notify PPT. Customer represents that it has all requisite ownership, license or other rights required for PPT to perform Services under all SOWs without infringing rights of third parties.

#### **LIMITED WARRANTY AND LIMITATION OF LIABILITIES.**

- a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION (a) ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. PPT'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES CAUSED SOLELY BY PPT'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, BREACH OF WARRANTY OR BREACH OF CONTRACT. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY SUCH CLAIM WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE SOW DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF CLAIM (OR, IF A "SERVICE FIRST" TIME AND MATERIALS CALL, TO THE FEES FOR SUCH SERVICE FIRST CALL). IN NO EVENT WILL PPT BE LIABLE FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGES.
- c. No legal action arising under this Agreement may be brought by Customer against PPT later than one (1) year after the claim arises.

#### **STANDARDS OF PPT SERVICES.**

- a. To be eligible for Service by PPT, Customer equipment must be identified on an SOW ("**Covered Equipment**"). All Covered Equipment must be in good working condition and meet the manufacturers' minimum equipment configuration requirements and specifications. Any costs associated with correcting deficiencies to the aforementioned requirement(s) are the responsibility of Customer.
- b. PPT will maintain the Covered Equipment in good operating condition. Services include labor and replacement of all parts deemed necessary for proper operation of Covered Equipment. Defective parts containing proprietary data will remain Customer's property; all other defective parts will become the property of PPT unless otherwise agreed.
- c. Customer will promptly notify PPT of Covered Equipment failure, and will allow PPT staff reasonable access to Covered Equipment and a reasonable time to perform the Services. Customer will maintain accurate and current logs and records concerning the operation of Covered Equipment.
- d. Services provided outside the scope of services set forth on an SOW will be billed at PPT's per call rates and terms then in effect.
- e. All Services are dependent upon hardware availability on commercially reasonable terms.

**SERVICE FIRST.** PPT is committed to customer service. In the covered territories, if a Customer requests maintenance services on equipment not covered by an SOW, or outside the scope of Services identified on an SOW, PPT will provide responsive maintenance services to the extent within its capabilities and approved in writing by Customer. Unless otherwise agreed in writing, these additional services will be performed by PPT on a time and materials basis (which may include travel). All Service First time and materials services may be subject to receipt of a Customer's purchase order or credit card authorization and the warranty limitations and limitations on liability set forth in these Terms and Conditions.

**EXCLUSIONS.** The following are not included in the Services provided by PPT: installation, de-installation, reinstallation or moving Covered Equipment; adding, changing, removing features or options, or making functional changes to Covered Equipment; providing consumable or operating supplies or materials, including but not limited to print heads, shuttle assemblies, cables, batteries<sup>[1]</sup>, media, toner or ink cartridges; repair of equipment damage including, without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water, other environmental factors, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or caused by maintenance services or modifications, alterations or additions of items not provided by PPT to Covered Equipment; maintenance or repair required caused by misuse, abuse or neglect, or other loss or damage from causes external to the equipment; reconditioning or factory refurbishment of equipment when normal repair and parts replacement cannot keep the equipment in satisfactory operating condition as determined by PPT; software or firmware service (including upgrades and patches) or any repair of any equipment failure caused by inappropriate software or firmware programming, system software or application software support; system engineering services, programming, and operating procedures; and maintenance or other services on equipment other than Covered Equipment. Excluded services noted above may be performed by PPT under a separate service agreement or, at PPT's sole discretion, on a time and materials basis (which may include travel).

**CONFIDENTIALITY.** If a Party receives from the other Party written information which is marked "Confidential" or "Proprietary" or with a similar marking, or if a Party receives information the receiving Party knows or should know is confidential or proprietary, the receiving Party agrees not to use such information except in the performance of this Agreement. Moreover, the receiving Party agrees to treat such information in the same manner as it treats its own confidential information and agrees to use commercially reasonable efforts to protect the confidentiality of such information. The obligation to keep information confidential does not apply to any such information that has been disclosed in publicly available sources or is in the rightful possession of the receiving Party without an obligation of confidentiality. In the event the receiving Party is required to disclose the confidential information by court order or operation of law, the receiving Party hereby agrees to provide notice to the disclosing Party prior to the required disclosure. The confidentiality obligations in this paragraph apply during the term of this Agreement for a period of two (2) years after termination or expiration. The Parties will return or destroy confidential information of the other upon request.

#### **GENERAL.**

- a. **Amendment.** This Agreement may not be changed, modified or amended except in writing signed by both Parties, and any such change, modification or amendment must expressly reference this Agreement.
- b. **Entire Agreement.** This Agreement, together with the agreements and instruments referenced herein, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties. For clarity, the Parties specifically agree that this Agreement supersedes and renders void any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document unless such order, acknowledgment, instrument, agreement or document is entered into after the Effective Date, signed by both Parties hereto, and expressly references this Agreement.
- c. **Termination for Breach.** Either Party may terminate an SOW by written notice to the other Party upon a material breach by the other Party of obligations under this Agreement and/or the applicable SOW.
- d. **No Implied Waivers.** The failure of either Party at any time to require performance by the other of any provision herein will not affect the right of such Party to require performance at any time thereafter, nor will the failure of either Party to take action regarding a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- e. **Dispute Resolution.** In the event of a dispute between the Parties, at the request of either Party, the Parties will appoint executive officers to meet in good faith within sixty (60) days from such request to resolve the dispute.
- f. **Governing Law; Venue.** If the PPT entity identified on the SOW is **Park Place Technologies, LLC**, then this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and the parties agree to submit to the exclusive jurisdiction of state and federal courts in Riverside County, California. If the Park Place entity identified on the SOW is **Park Place Technologies Limited**, then this Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts in London, England. If the Park Place entity identified on the SOW is **Park Place Technologies Canada ULC**, then this Agreement is governed by the laws of Ontario, Canada and the parties agree to submit to the exclusive jurisdiction of the courts in Toronto, Canada. If the Park Place entity identified on the SOW is **Park Place Technologies GmbH**, then this Agreement is governed by the laws of Germany and the parties agree to submit to the exclusive jurisdiction of the courts in Frankfurt, Germany. If the Park Place entity identified on the SOW is **Park Place Technologies Private Limited**, then this Agreement is governed by the laws of Singapore, and the parties agree to submit to the exclusive jurisdiction of the courts in Singapore. If the Park Place entity identified on the SOW is **Park Place Technologies Malaysia SDN. BHD.**, then this Agreement is governed by the contract laws of Malaysia, and the parties agree to submit to the exclusive jurisdiction of the Federal or High Courts of Malaysia. The Parties further agree to personal jurisdiction of and service of process by the courts in the applicable jurisdiction referenced above.

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[1] Billable Batteries include, but not limited to, RAID controllers, external UPS and disk arrays. System board or mother board CMOS batteries will be replaced at no charge to the Customer. All billable batteries will be replaced on a time and materials basis.

- g. **Force Majeure.** Neither Party will be liable for failure to fulfill its obligation under this Agreement or an SOW if such failure is due to causes beyond a Party's reasonable control, including, but not limited to, acts of God, acts of terrorism, man-made or natural disasters, material shortages, strikes, delays in transportation or force majeure. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to resume work as soon as it is safe and PPT is reasonably able to do so.
- h. **Severability; Headings.** Any provision of this Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions hereof or otherwise affecting the validity or enforceability of such provision. The headings used herein are for the convenience of the Parties only and will not affect the interpretation of this Agreement.
- i. **Notice.** Notice to PPT will be given in writing, addressed to Park Place Technologies, 5910 Landerbrook Drive, Suite 300, Cleveland, OH 44124-6500, USA, Attention: Office of General Counsel. Notice to Customer will be given in writing, addressed to Customer at the address set forth in the applicable SOW or the last known address of Customer. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee listed above.

Each Party's signature below evidences its agreement to be bound by these General Terms and Conditions.

**City of Riverside**

(CUSTOMER NAME)

**Park Place Technologies LLC**

(ON BEHALF OF ITSELF AND ITS AFFILIATES)

  
SIGNATURE

  
SIGNATURE

**Lea Deesing  
Assistant City Manager**

PRINTED NAME & TITLE

**Ed Kenty, Chairman and Chief Executive Officer**

PRINTED NAME & TITLE

September 18, 2018

DATE

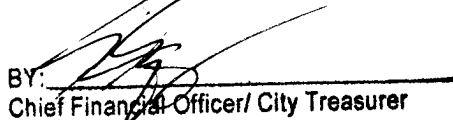
8/23/18

DATE

Attest:

  
Colleen J. Nicol, City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer/ City Treasurer

APPROVED AS TO FORM

BY:   
Deputy City Attorney

Standard Terms and Conditions Rev 10/2017



**PARK PLACE**  
TECHNOLOGIES

SCHEDULE : 169351-1

**Schedule For: City of Riverside**

Pricing valid for 90 days from this date: 19-Jul-18

<b>COMPANY:</b> City of Riverside	<b>CONTACT:</b> Alan Lee 951.826.5618 ALee@riversideca.gov	<b>TERM START:</b> 15-Sep-18	<b>PPT REP:</b> Newton Fuller 440.947.5344 nfuller@parkplacetech.com
<b>ADDRESS:</b> 3900 Main St Riverside, CA 92522-0001 United States	<b>BILL TO:</b> City of Riverside 3900 Main St, Alan Lee Riverside, CA 92522-0001 United States	<b>TERMS END:</b> 14-Sep-19	<b>CURRENCY:</b> USD
		<b>COVERAGE START:</b> 15-Sep-18	<b>SCHEDULE TYPE:</b> Maintenance
		<b>BILL FREQUENCY:</b> Monthly	<b>AGREEMENT #:</b>
		<b>PAYMENT TERMS:</b> Net 30	

**ASSET LOCATION:** 3900 Main St, Riverside, CA 92522-0001, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.1	Brocade	Brocade 300e Switch Host: Police Dept Misc: Police Dept	ALJ0618E05M	7x24x4	1	15-Sep-18	14-Sep-19	New	533.16
1.2	Brocade	Brocade 300e Switch Host: Police Dept Misc: Police Dept	ALJ0618E066	7x24x4	1	15-Sep-18	14-Sep-19	New	533.16
1.3	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID07	9R4ZMS1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.4	Dell	PowerEdge R610 Host: RC-VIDDIR02	23B08P1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.5	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID06	H01WFN1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.6	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID01	GXVB5M1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.7	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID02	FXVB5M1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.8	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID04	G01WFN1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.9	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID03	HXVB5M1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.10	Dell	PowerEdge R510 2-Socket 2U rack Server Host: RC-VID05	F01WFN1	7x24x4	1	15-Sep-18	14-Sep-19	New	435.96
1.11	Dell	Brocade 5000,16-24-32P,FC4 SWITCH Host: City Hall Misc: City Hall	4VT1ZD1	7x24x4	1	15-Sep-18	14-Sep-19	New	696.72

ASSET LOCATION: 3900 Main St, Riverside, CA 92522-0001, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.12	Dell	Brocade 5000,16-24-32P,FC4 SWITCH Host: City Hall Misc: City Hall	GTT1ZD1	7x24x4	1	15-Sep-18	14-Sep-19	New	696.72
1.13	EMC	SYSTEM; DD580R; NFS; CIFS Host: Police Dept Misc: Police Dept	7FP5838051	7x24x4	1	15-Sep-18	14-Sep-19	New	9,943.20
1.14	EMC	• OPTION;ES20;8TB SHELF;SINGLECTRL; Host: Police Dept Misc: Police Dept	SHU8959000004A 5	7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.15	EMC	• OPTION;ES20;8TB SHELF;SINGLECTRL; Host: Police Dept Misc: Police Dept	SHU8959000004B 2	7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.16	EMC	• OPTION;ES20;8TB SHELF;SINGLECTRL; Host: Police Dept Misc: Police Dept	SHU952400105C 0F	7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.17	EMC	CONNECTRIX DS-5300B 48P/80P BASE SWITCH Host: City Hall Misc: City Hall	AHX2508H06G	7x24x4	1	15-Sep-18	14-Sep-19	New	2,246.40
1.18	EMC	CLARIION NS40 INT-2DM-4GB-4-IO	APM00083804816	7x24x4	1	15-Sep-18	14-Sep-19	New	950.40
1.19	EMC	NS40 CONTROL STATION Host: Police Dept Misc: Police Dept		7x24x4	1	15-Sep-18	14-Sep-19	New	151.20
1.20	EMC	CLARIION NS40 ARRAY RACK REQ	APM00083402530	7x24x4	1	15-Sep-18	14-Sep-19	New	18,105.12
1.21	EMC	• CLARIION 300GB 10K 2GB FC		7x24x4	90	15-Sep-18	14-Sep-19	New	Included
1.22	EMC	• 400GB 10K 4Gb FC		7x24x4	30	15-Sep-18	14-Sep-19	New	Included
1.23	EMC	• CLARIION CX DAE FC 4GB EXPANSION		7x24x4	11	15-Sep-18	14-Sep-19	New	Included
1.24	EMC	• CLARIION CX DAE FC 4GB EXPANSION		7x24x4	5	15-Sep-18	14-Sep-19	New	Included
1.25	EMC	• CLARIION 1000GB 7200RPM SATA II		7x24x4	45	15-Sep-18	14-Sep-19	New	Included
1.26	EMC	• 500GB SATA II DISK FOR 4G DAE		7x24x4	75	15-Sep-18	14-Sep-19	New	Included



PARK PLACE

CITY OF RIVERSIDE

SCHEDULE : 169351-1

Schedule For: City of Riverside

Pricing valid for 90 days from this date: 19-Jul-18

ASSET LOCATION: 3900 Main St, Riverside, CA 92522-0001, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.27	PPT	• w/ PPT ALERT Remote Monitoring		7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.28	EMC	CLARIION CX4-960C SPE Misc: CX4-960c	APM00092502494	7x24x4	1	15-Sep-18	14-Sep-19	New	25,920.72
1.29	EMC	• CLARIION EXPANSION IO MODULES FOR CX4-960 Misc: CX4-960c		7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.30	EMC	• CLARIION 146GB 15K 4GB FC Misc: CX4-960c		7x24x4	36	15-Sep-18	14-Sep-19	New	Included
1.31	EMC	• CLARIION 300GB 15K 4GB FC Misc: CX4-960c		7x24x4	165	15-Sep-18	14-Sep-19	New	Included
1.32	EMC	• 600GB 15K FC Drive Misc: CX4-960c		7x24x4	120	15-Sep-18	14-Sep-19	New	Included
1.33	EMC	• CLARIION CX DAE FC 4GB EXPANSION Misc: CX4-960c		7x24x4	31	15-Sep-18	14-Sep-19	New	Included
1.34	EMC	• CLARIION 1000GB 7200RPM SATA II Misc: CX4-960c		7x24x4	15	15-Sep-18	14-Sep-19	New	Included
1.35	EMC	• 100GB 3.5 520BPS FLASH DRIVE 4GB FC Misc: CX4-960c		7x24x4	3	15-Sep-18	14-Sep-19	New	Included
1.36	EMC	• 2TB 7200RPM SATAII DISK W/4GB FC UPGRADE Misc: CX4-960c		7x24x4	105	15-Sep-18	14-Sep-19	New	Included
1.37	EMC	• CLARIION CX4 VAULT PACK 146GB 15K 4G DRIVES QTY 5 Misc: CX4-960c		7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.38	EMC	CONNECTRIX DS-5300B 48P/80P BASE SWITCH Host: City Hall Misc: City Hall	AHX2511H020	7x24x4	1	15-Sep-18	14-Sep-19	New	2,246.40
1.39	EMC	SYSTEM; DD860+1ES32; 32TB; NFS; CIFS SYSTEM; DD860; CT Host: City Hall Misc: City Hall	1F40713969	7x24x4	1	15-Sep-18	14-Sep-19	New	14,365.56
1.40	EMC	• ES20 STORSHELF; 16 TB; DUALCTR Host: City Hall Misc: City Hall	SHU0954920G02 69	7x24x4	1	15-Sep-18	14-Sep-19	New	Included



# PARK PLACE

TECHNOLOGY

SCHEDULE : 169351-1

## Schedule For: City of Riverside

Pricing valid for 90 days from this date: 19-Jul-18

ASSET LOCATION: 3900 Main St, Riverside, CA 92522-0001, United States

LINE	OEM	DESCRIPTION	SERIAL #	SLA	QTY	START	END	STATUS	TOTAL
1.41	EMC	• ES20 STORSHELF;32 TB; DUALCTRL Host: City Hall Misc: City Hall	SHU0945847G00 R9	7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.42	EMC	• LICENSE;DD860 CAP EXP;MORE THAN 60TB;UPG UPGRADE; Host: City Hall Misc: City Hall	SHU09755252C9 6A	7x24x4	1	15-Sep-18	14-Sep-19	New	Included
1.43	PPT	PPT Remote Monitoring Device Host: City Hall Misc: City Hall		7x24x4	1	15-Sep-18	14-Sep-19	New	300.00

**GRAND TOTAL: 80,176.44**

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.



**Service Description:**

Park Place Technologies (PPT) will provide support services, and service coordination for the maintenance, repair, and/or up to the replacement of equipment, if applicable, for the equipment listed on Schedule # 169351-1

Park Place will identify the details relating to the Services in the Schedule for maintenance services. The Schedule will also identify locations at which the Services will be provided and the equipment serial number(s) that will receive maintenance service.

**What You Can Expect:**

PPT will provide and bear both the cost of parts consumed through normal wear and tear, and the cost of labor required to maintain the equipment listed on the attached schedule or as changed by the Customer for the Term of this SOW. PPT shall include replacement parts as necessary to conform with the warranty provisions outlined above. Maintenance parts may be new or refurbished to perform as new. Failed parts containing proprietary data shall remain the Customer's property; all other failed parts shall become Park Place property upon exchange.

In addition to the contracted level of support as listed above and in the Schedule, PPT offers all our customers access to the PPT Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- General phone support for the covered hardware
- General phone support for the covered operating system
- Opening of a support incident
- Call status reports

**Levels of Support:**

**1) Coverage Window (Days)**

Days of service coverage in a week in which the PPT services are delivered, five days (Monday - Friday), or seven days (Sunday - Saturday). As noted by first numeral in the SLA abbreviation, ex. 7 x 24 x 4, seven days.

**2) Coverage Window (Hours)**

Hours of service coverage during the day that PPT services are delivered, 9, 12, or 24 hours. As noted by second set of numeral(s) in the SLA abbreviation, ex. 7 x 24 x 4, 24 hours.

**3) Response Time**

The period of time that begins when the initial call for service has been received and acknowledged by the PPT Contact Center. Service tickets are time stamped for such a determination. PPT will use commercially reasonable efforts to respond. The Customer may choose a Response Time outside of (slower than) the contracted Response Time based on its own business needs. Response time is noted by third set of Alpha/numeric(s) characters in the SLA abbreviation, ex. 7 x 24 x 4, 4 hours.

**4) ParkView Hardware Monitoring**

In the event of a predictive failure, the response time will be within a commercially reasonable effort to respond and notify the customer of the impending hardware issue. PPT will schedule a time to resolve the failure (still in a predictive state) at a mutually agreed upon day and time between the customer and PPT. In the event of an actual failure, PPT will respond within the contracted Response Time as outlined in the above section 3, Response Time.

Please note the Support Level for the contract incident will commence when PPT's personnel has completed triage and determined the fault is with the contracted equipment and not due to any external issue, i.e. Software.

**Transition to Support:**

An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks, and formulate an appropriate plan. This Audit shall be upon mutual agreement between PPT and the Customer.

Work will be performed during the service level hours specified in the Schedule. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.



**Ramp Up Period:**

Work under this SOW may require a ramp-up period at the initial stage of coverage for PPT to appropriately spare up at the local stocking facility. Such ramp-up period will be 30 days for equipment that is located in the US, Canada, or UK or 45 days for equipment located in all other international locations. All calls for service made during the Ramp Up Period will be on a reasonable effort only.

In the event that a break-fix incident requires firmware support services, PPT will provide reactive firmware support to bring an asset back to its pre-failure state. If an OEM firmware purchase, deployment, or installation is not part of a reactive break-fix event, it is not included under the scope of services. PPT will replace physical components and assets with hardware that contains matching- or latest-compatible firmware revisions to ensure full operability within the customer's environment.

PPT will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum and/or Purchase Order for additional services will be required before the scope of this SOW is expanded.

Please refer to your Schedule (attached) for your scheduled support. US Phone: 800.343.4654  
EMEA & UK Customers: +44 (0) 8082 346735  
Canadian Customers: 800.343.4654  
APAC Customers: 800.343.4654  
Latin America Customers: 800.343.4654  
E-mail: [support@parkplacetech.com](mailto:support@parkplacetech.com)  
Customer Portal: <http://alert.parkplacetech.com>  
Customer Responsibilities:

- The Customer is responsible for the security, backup, and reinstallation of their data at all times. PPT accepts no liability for loss of software or data due to hardware failure.
- Provide PPT with the serial numbers for all equipment covered under this SOW, as amended from time to time. Lack of serial numbers may impact PPT's ability to timely respond to a request for service.

- Provide PPT with the necessary workspace and access to the equipment listed on the schedule.
- Identify and maintain a technical contact to whom PPT may direct general technical information.
- Client is responsible to inform PPT of solid state (SSD) and/or self-encrypting (SED) drives utilized in the configuration prior to quoting new, additions, or renewal maintenance agreements. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting.

**Escalation Procedure:**

PPT recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, PPT will work with you to develop and implement solutions to any problems encountered during the contract term. If PPT encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, PPT field personnel will immediately escalate the issue to the PPT Operations Manager by the most expedient means and processes available.

**Change Management:**

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location, or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, PPT will invoice Customer as mutually agreed.

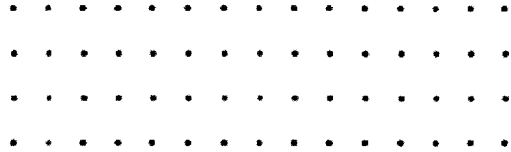
This Statement of Work is based upon acceptance within 30 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised SOW will be provided to you.



**PARK PLACE**

TECHNOLOGIES

SCHEDULE : 169351-1



**Schedule For: City of Riverside**

Pricing valid for 90 days from this date: 19-Jul-18

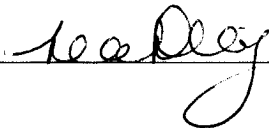
This SOW is made pursuant to the parties' existing agreement if effect; if no agreement has been executed between the parties, this SOW is made pursuant to PPT's General Terms and Conditions. <http://www.parkplacetechnologies.com/customer-service/terms-and-conditions>


**Agreed:**

City of Riverside


**Agreed:**

Park Place Technologies LLC

By  Authorized Signature

By  Authorized Signature

Please return one signed copy of this Statement of Work to:

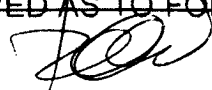
Attest:   
Colleen J. Nicol, City Clerk

Park Place Technologies LLC  
5910 Landerbrook Drive, Suite 300  
Mayfield Heights, OH 44124  
United States

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer/ City Treasurer

**APPROVED AS TO FORM**

BY:   
Deputy City Attorney