



Statement Of Work

Data Center Hardware Maintenance

City of Riverside

Submitted By:

Jeffrey Romagni

Park Place Technologies, LLC
5910 Landerbrook Drive, Suite 300
Cleveland, OH 44124-6500

SOW# 38696

Statement of Work # 38696

Engagement Title	Data Center Maintenance
Customer	<p>City of Riverside 3900 Main St Riverside, CA 92522-0001</p> <p>Alan Lee Phone: (951)826-5618 Email: ALee@riversideca.gov</p>
Customer Business Goal	To provide post-warranty maintenance on select equipment at the customer's specified location(s).
Engagement Description	<p>Park Place Technologies ("Park Place") will provide service according to the SLA (Service Level Agreement) listed on the Equipment List ("EL") attached hereto. The delivery is described as the following:</p> <p><u>What to expect when calling: PPT Helpdesk 1-800-343-4654</u> City of Riverside places call from a location near the equipment in question to the Customer Contact Center. When City of Riverside places a call for service, a Customer Contact Center ("CCC") analyst will take the call immediately and begin the process of opening a support incident. City of Riverside will provide the following to the CCC analyst when placing a call for service:</p> <ul style="list-style-type: none"> • Company name and address • Equipment site name and address (<i>if different from company address</i>) • Site contact name and phone number • For hardware support incidents City of Riverside should provide: <ul style="list-style-type: none"> ○ Service tag or serial number ○ Model or detail description of equipment ○ Brief description of problem type or any errors being displayed (<i>if applicable</i>) <p>The CCC analyst will enter all the information into the call tracking system and issue an "incident" number. This process will take about three - five minutes. City of Riverside should record the incident number. To streamline the information retrieval process, City of Riverside should provide the incident number when calling the CCC in regards to the support incident.</p> <p><u>How We Support You</u> The CCC analyst creates the support incident, noting the details of the problem and/or the nature of service request. The CCC analyst will then initiate preliminary problem determination. To assist with problem determination, City of Riverside may be asked to perform some simple tasks at the hardware or system console. If the support incident can be resolved quickly over the phone, the resolution is determined and the support incident is closed. If the support incident cannot be resolved over the phone, the CCC analyst will dispatch the local Field Engineer ("FE"). The FE will be dispatched to the site according to the terms of the SLA. The FE will diagnose the problem and, if necessary, replace faulty parts. The CCC analyst will continue to track the status of the support incident, updating the history with details such as the progress of the FE or shipment of spare parts. The CCC analyst will manage any escalated support incidents and continue to be City of Riverside's focal point of contact.</p> <p><u>Terms of Coverage</u> A custom package has been designed around this SOW aimed at providing City of Riverside with the best possible service and support. In addition to any contracted on-site services, Park Place offers customers access to the Customer Support Center help desk 24 hours a day, 7 days a week, 365 days a year for the purpose of:</p> <ul style="list-style-type: none"> • General phone support for the covered hardware • Opening of a support incident • Support Incident status reports

Deliverables

1. SLA as defined in EL attached hereto
2. 24 hour 800 access number
3. Escalation path

Exception Management

Escalation Procedures

Park Place recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, Park Place and City of Riverside contacts will work together to develop and implement solutions to any problems encountered during the contract term. If Park Place encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences local customer dissatisfaction or complaints, Park Place field personnel will immediately escalate the issue to the Park Place 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, Park Place will invoice City of Riverside as mutually agreed.

Change Control Process

The established change control process consists of the following steps:

- City of Riverside identifies an alteration to the scope or deliverables of an existing SOW and brings this alteration to the attention of the dedicated account executive.
- The account executive will review the request and submit it to the Park Place Contracts department, which will produce a contract addendum.
- The account executive will deliver the contract addendum to City of Riverside.
- If the contract addendum is acceptable, City of Riverside will sign and return it to account executive. The SOW will then be altered to reflect the requested and accepted changes.
- If the change produces a billing impact, Park Place will invoice City of Riverside as mutually agreed.

Resource Team

Project Sponsor – Alan Lee, City of Riverside
 Account Executive – Jeffrey Romagni, Park Place Technologies
 SOW Prepared by – Alex King, Park Place Technologies

Assumptions

Park Place may make certain assumptions while specifying the deliverables detailed in this SOW. It is City of Riverside's responsibility to identify any incorrect assumptions or take immediate action which will make all of Park Place's assumptions correct.

- Depending upon the scope of the SOW, a kickoff meeting may be held to discuss service delivery, discover any possible problems/risks and formulate an appropriate plan.
- Work will be performed during the service level hours specified in on the EL attached hereto. Any work completed outside of the scope of this SOW will be billed at a rate of \$250 per hour. Travel-related expenses incurred due to work performed outside the scope of this SOW will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, \$40/day food allowance, and miscellaneous transportation costs (gasoline, parking, tolls, etc).
- Park Place will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum or Purchase Order for additional services will be required before the scope of this SOW is expanded.
- Park Place will provide reactive firmware support services for OEM-Supported firmware revision levels. If OEM firmware and microcode updates are not part of a hardware break/fix service event, they are not included. Park Place will replace "with same" any OEM firmware/microcode/flare code required for resolving a hardware break/fix service incident, except in the event that City of Riverside is running a lower version of flare code than is current. If City of Riverside is not running the latest flare code and patch level release, City of Riverside is responsible for acquiring the required firmware.
- City of Riverside will provide Park Place with the necessary workspace and equipment.
- City of Riverside will provide Park Place with timely access to internal experts for critical information.
- Upon successful completion of the SOW, and at the discretion of City of Riverside, Park Place may ask City of Riverside to serve as a promotional reference. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon by Park Place and City of Riverside
- Case Study. Upon successful completion of the SOW, and at the discretion of City of Riverside, Park Place may ask City of Riverside to serve as an account case study for Park Place. If City of Riverside agrees, City of Riverside will execute a marketing release for publication of non-confidential aspects of the SOW (to be reviewed in advanced by City of Riverside), in conjunction with City of Riverside's name.

NOTE: False assumptions may/will impact timeline, scope and/or financial implications of this SOW.

PARK PLACE TERMS AND CONDITIONS

PP Tech, LLC, DBA Park Place Technologies, Inc. ("Park Place"), by its acceptance hereof, agrees to provide, and the customer agrees to accept maintenance service for the Equipment and features listed in the "Maintenance Service Agreement" (herein called the "EL"), and for any Equipment and features for which such service is ordered from time to time by the customer, subject to written acceptance by Park Place.

- 1. TERMS OF AGREEMENT.** This Agreement shall commence on the date in the EL attached hereto and shall continue for the entire length of the initial term listed in the EL, subject to renewal and termination as provided for herein. The customer upon thirty (30) days' prior written notice may remove individual Equipment and/or features from this Agreement to Park Place. Customer and Park Place shall each have the right to terminate this annual Agreement, without cause, by giving the other party thirty (30) days' advance written notice. Either party may terminate this Agreement for failure of the party to comply with any of its terms and conditions.
- 2. RESPONSIBILITIES OF THE CUSTOMER.** The customer shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the original equipment manufacturer. The customer shall also maintain a current backup copy of the operating system and other applicable software programs and data. Customer shall provide Park Place with full and free access to the Equipment and a safe place in which to perform such service. If persons other than Park Place service representatives or customer's qualified IT staff repair, modify or perform any maintenance service on any item of Equipment covered by this Agreement, and as a result thereof, maintenance service by Park Place is required to restore the Equipment to good operating condition, such maintenance service will be made at the applicable Park Place per call rates and terms then in effect.
- 3. INSPECTION AND REPAIR.** If the Equipment covered by this Agreement was not under Park Place's maintenance service responsibility immediately prior to the commencement of maintenance services under this Agreement, it shall be subject to inspection by Park Place to determine if it is in good operating condition. Until Park Place has inspected the site and determined that the Equipment is in good operating condition, Park Place cannot guarantee the quality or provision of its maintenance services. Any repairs or adjustments deemed necessary by Park Place to bring the Equipment up to a good operating condition are outside the scope of this Agreement. Customer agrees to pay Park Place its then current hourly rates for said certification, or customer has the option to bring equipment to acceptable levels at its own expense. In the event that the Equipment is not brought up to acceptable levels, Park Place shall have the right to terminate this Agreement. Upon completion of its audit, Park Place shall have the right to adjust the price of the maintenance services in the event that the Equipment is not in good operating condition, or that the initial EL does not accurately reflect the equipment configurations. If the charges are increased, the customer may, with fifteen (15) days prior written notice, refuse to accept such increase and may then terminate this Agreement, unless Park Place agrees to forego the price increase, in which event this Agreement will continue for the then current term. In the absence of such notice to Park Place, the increased charges will become effective on the date specified by Park Place.
- 4. RESPONSIBILITIES OF PARK PLACE.** For the total charges set forth in the EL (including amendments, if any) Park Place shall maintain the listed Equipment in good operating condition and furnish maintenance service during the hours of coverage as defined in the EL. This maintenance service includes on-call remedial maintenance including, lubrication, adjustments and replacement of maintenance parts deemed necessary by Park Place. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis, and the exchanged parts will become the property of Park Place. Maintenance service provided under this Agreement does not assure uninterrupted operation of the equipment. Park Place shall use diligent efforts and the highest standards of service to determine the source of hardware failure. At Park Place's discretion the original equipment manufacturer may be engaged to assist with the problem determination and resolution. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with the customer to define a mutually equitable solution. All services are dependent upon hardware availability on reasonable terms. Park Place's obligation includes only those adjustments or repairs resulting from normal usage, wear and tear. Except for delays arising from causes beyond the control and without the fault or negligence of Park Place, customer sites covered by this Agreement shall have an estimated response time as defined in the EL. All Equipment at a single location shall have a common period of maintenance service availability.
- 5. EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services (inclusive of replacement of maintenance parts) are outside the scope of Park Place maintenance service provided hereunder:
 - 5.1 Electrical work external to the Equipment;
 - 5.2 Modems/telephone lines;
 - 5.3 Repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include, but not be limited to, fire, flood, water, lightning and transportation, or due to neglect or misuse;
 - 5.4 Repair or damage or increase in service time caused by failure to continually provide a suitable installation environment including but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or customer's improper use, management or supervision of the Equipment, or caused by the use of the Equipment for purposes other than for which it is designed;
 - 5.5 Furnishing platens, drums, batteries (except for SAN controller batteries, which are included in maintenance support), supplies, etc. or accessories, including media such as tapes and disk packs.
 - 5.6 Furnishing printer consumables, which includes fusers, maintenance kits, rollers-feed, separation, transfer toners, ribbons, thermal print heads, design jet print head bleeder kits/lines, and scanner lamps/bulbs.
 - 5.7 Systems engineering services or software support, such as programming, diagnosis of applications software

problems, hardware or software upgrades, restoration of operating systems, programs, and files or preparation of customer's media for such files.

- 5.8 Maintenance or repairs attributable to unauthorized attempts by customer to repair or maintain the equipment, or changes, modifications or alterations in or to the equipment or any accessories, apparatus, attachment or any other devices. Upon detecting a failure to equipment identified herein, customer will contact Park Place for authorization prior to attempting repair or maintenance of covered equipment;
- 5.9 Excluded services noted above shall be performed by separate arrangement at Park Place's established rates then in effect.

6. INVOICES, PAYMENTS AND CHARGES

- 6.1 The maintenance charges provided for in this Agreement will be invoiced in advance and are due and payable upon receipt of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments or features of any item or Equipment are changed after the start date. Charges for a partial month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place reserves the right to terminate maintenance service upon ten (10) days written notice to the customer in the event customer is in payment default.
- 6.2 If the customer requests unscheduled on-call remedial maintenance to be performed at a time that is outside the contracted period of maintenance service availability, the service will be furnished at the applicable Park Place per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance.
- 6.3 Rates will remain constant for the first term of this Agreement.
- 6.4 Unless otherwise designated, all charges are exclusive of all import duties, customs, federal, state, municipal, or other government excise sales, use, occupational, or like taxes which shall be the responsibility of the customer.
- 6.5 If this Agreement is terminated for any reason, then any unpaid maintenance fees (and associated costs, and expenses properly incurred) prior to such termination shall become immediately due and payable.

7. LIMITS OF LIABILITY. EXCEPT AS EXPRESSLY STATED HEREIN, AND EXCEPT FOR CLAIMS OF PROPERTY DAMAGE OR BODILY INJURY CAUSED BY PARK PLACE'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, PARK PLACE'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, PERTAINING TO SERVICE HEREUNDER OR THE EQUIPMENT OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE. IN NO EVENT SHALL PARK PLACE BE LIABLE IN CONTRACT LAW, TORT OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTURAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO SERVICE HEREUNDER OR THE EQUIPMENT OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICE, DOWN-TIME COSTS OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGE, IRRESPECTIVE OF HOW SUCH DAMAGES MAY BE CAUSED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT OR DELAY OF PARK PLACE OR ITS BREACH OR FAILURE OF PERFORMANCE HEREUNDER.

8. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED HEREIN, PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

9. PERIOD OF MAINTENANCE SERVICE AVAILABILITY. The maintenance charges described herein shall entitle the customer to maintenance service availability during the hours defined on EL.

10. GENERAL. Park Place shall not be liable for any delay in rendering any service, if the delay is due to any act of God or any matter beyond its reasonable control, including but not limited to fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, customer's subcontractor or vendor delay and government act. In the event of any such delay, the date and time of performance shall be extended for a period equal to the time lost by reason of delay. Any claim arising herefrom including action for breach of this Agreement must be commenced within one (1) year after the claim has been discovered or the cause of action has accrued. Customer acknowledges that Park Place reserves the right to assign or subcontract to third parties certain services set forth in this Agreement. The foregoing terms and conditions shall prevail notwithstanding any variance of the terms and conditions that are submitted by the customer for the repair or maintenance of the Equipment. Customer acknowledges that this Agreement is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

11. PROPRIETARY AND CONFIDENTIAL INFORMATION. Customer agrees not to disclose to any third party, by any means, any Park Place proprietary data or confidential information that customer may have obtained in the performance of its duties without the prior written permission of Park Place, unless legally required to disclose such information by the California Public Records

5910 Landerbrook Drive, Suite 300, Cleveland, OH 44124-6500
Phone 800-931-3366 Facsimile 800-531-6303

Act, Government Code sections 6250 et. Seq.

- 12. SEVERABILITY AND WAIVER.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13. GOVERNING LAW.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective transferees, representatives, successors, heirs, assigns and affiliates and shall be governed by and construed in accordance with the laws of the State of California.
- 14. ENTIRE AGREEMENT.** The undersigned acknowledge that this Agreement constitutes the entire agreement and understanding between the parties, that it supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written.

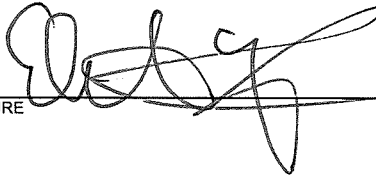
IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the day and year first written above.

City of Riverside

PP Tech, LLC, DBA Park Place Technologies, LLC

SIGNATURE

SIGNATURE



PRINT NAME

TITLE


Ed Kenty

PRINT NAME

CEO

TITLE

APPROVED AS TO FORM



DEPUTY CITY ATTORNEY



5910 Landerbrook Drive, Suite 300, Mayfield Heights, OH 44124
Phone 800-931-3366; Facsimile 800-531-6303
<http://www.parkplacetechnologies.com>

Company City of Riverside
Address 3900 Main St

Bill to: City of Riverside
3900 Main St

Quote#: 38696-7a

Quote Date: 6/4/2015

Riverside, CA 92522-0001

Agreement New

Bill Frequency: Monthly

Term Start 6/15/2015

Term End: 6/14/2018

Park Place Rep: Romagni, Jeffrey

Partner Contact: Lee, Alan

Contact: Lee, Alan

Phone: (951)826-5618

Email: ALee@riversideca.gov

Year 1

OEM	Serial Number	Description	SLA	QTY	Location	Start Date	Add. Info	Action	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Total
1	EMC	AHX2511H020	CONNECTRIX DS-5300B 48P/80P BASE SWITCH	1	Riverside, CA	6/15/2015	City Hall	New	3,408.40	6,390.73	187.20	187.20	6,390.73	6,390.73	6,390.73	6,390.73	6,390.73	6,390.73	6,390.73	6,390.73	2,892.33	\$76,686.76
2	EMC	AHX2508H06G	CONNECTRIX DS-5300B 48P/80P BASE SWITCH	1	Riverside, CA	6/15/2015	City Hall	New	99.84	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	87.36	2,246.40
3	BROCADE	ALJ0618E066	Brocade 300e Switch	1	Riverside, CA	6/15/2015	Police Dept	New	23.70	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	20.73	533.16
4	BROCADE	ALJ0618E05M	Brocade 300e Switch	1	Riverside, CA	6/15/2015	Police Dept	New	23.70	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	44.43	20.73	533.16
5	EMC	7FP5639051	SYSTEM: DD580R; NFS; CIFS	1	Riverside, CA	6/15/2015	Police Dept	New	441.92	828.60	828.60	828.60	828.60	828.60	828.60	828.60	828.60	828.60	828.60	828.60	386.68	9,945.20
6	EMC	SHU8959000004AS	OPTION:ES20.8TB SHELF:SINGLECTRL;	1	Riverside, CA	6/15/2015	Police Dept	New	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
7	EMC	SHU8959000004B2	OPTION:ES20.8TB SHELF:SINGLECTRL;	1	Riverside, CA	6/15/2015	Police Dept	New	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
8	EMC	SHU892400105COF	OPTION:ES20.8TB SHELF:SINGLECTRL;	1	Riverside, CA	6/15/2015	Police Dept	New	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
9	DELL	GTT1ZD1	Brocade 5000,16-24-32P,FC4 SWITCH	1	Riverside, CA	6/15/2015	City Hall	New	30.97	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	27.09	696.72
10	DELL	4VT1ZD1	Brocade 5000,16-24-32P,FC4 SWITCH	1	Riverside, CA	6/15/2015	City Hall	New	30.97	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	58.06	27.09	696.72
11	EMC	1FA0713969	SYSTEM:DD680+IES32.32TB,NFS,CIFS SYSTEM, DD960, CT	1	Riverside, CA	6/15/2015	City Hall	New	638.47	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	1,197.13	568.66	14,365.56
12	EMC	SHU09755952C96A	LICENSE:DD680 CAP EXP-MORE THAN 60TB/UPG UPGRADE,	1	Riverside, CA	6/15/2015	City Hall	New	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
13	EMC	SHU0945847G00R9	ES20 STORSHELF:32 TB; DUALCTRL	1	Riverside, CA	6/15/2015	City Hall	New	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
14	EMC	SHU0954920G0269	ES20 STORSHELF:16 TB; DUALCTR	1	Riverside, CA	6/15/2015	City Hall	New*	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
15	EMC	APM0063904816	CLARION NS40 NT-2DM-4GB-4-IO	1	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	42.24	79.20	79.20	79.20	79.20	79.20	79.20	79.20	79.20	79.20	79.20	79.20	36.96	950.40
16	EMC		NS40 CONTROL STATION	1	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	6.72	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	5.88	151.20
17	EMC	APM000302530	CLARION NS40 ARRAY BACK REQ	1	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	804.67	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	1,508.76	704.09	18,105.12
18	EMC		CLARION 300GB 10K 2GB FC	90	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
19	EMC		400GB 10K 4GB FC	30	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
20	EMC		CLARION CX DAE FC 4GB EXPANSION	5	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
21	EMC		CLARION CX DAE FC 4GB EXPANSION	11	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.
22	EMC		CLARION 1000GB 7200RPM SATA II	45	Riverside, CA	6/15/2015	Police Dept	Move from D8593M	-	-	-	-	-	-	-	-	-	-	-	-	-	incl.



MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on February 16, 2015 ("Effective Date") between **PP Tech, LLC, d/b/a PARK PLACE TECHNOLOGIES LLC** ("Park Place") and **THE CITY OF RIVERSIDE, CALIFORNIA**, ("City").

WHEREAS, Park Place and City are interested in entering into an agreement and in connection therewith Park Place has been asked to disclose certain information to the City.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and the disclosure and receipt of Confidential Information to each other, the parties to this Agreement agree as follows:

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means the terms and conditions of this Agreement, the Articles of Organization and the Operating Agreement of Park Place.

2. **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** Confidential Information may only be used by the City for purposes of confirming the authority of Park Place to enter into the business relationship. The City will not disclose the Confidential Information to any third party except that the City may disclose the Confidential Information pursuant to applicable law. If the City is required to disclose Confidential Information pursuant to applicable law, it will provide Park Place with prior written notice of such obligation; and will only disclose the portion of Confidential Information as it is legally required to disclose.

3. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon written request by Park Place, the City shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to Park Place within seven (7) business days of receipt of request; and (iii) upon request of Park Place, confirm in writing that the City has complied with the obligations set forth in this paragraph.

4. **OWNERSHIP.** All Confidential Information disclosed from one party to the other shall remain the exclusive property of Park Place or the third party which disclosed it to Park Place.

5. **DISCLAIMER.** Confidential Information is provided "AS IS" with all faults. In no event shall Park Place be liable for the accuracy or completeness of the Confidential Information.

6. **TERM.** This Agreement shall continue from the "Effective Date" written above until terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the City concerning confidentiality shall terminate three (3) years following receipt of the Confidential Information.

7. **SOLICITATION OF EMPLOYEES.** Neither party shall, directly or indirectly, hire or solicit the employment of any person employed by the other or any representative or agent thereof for a period of one (1) year from the Effective Date of this Agreement.

8. **INJUNCTIVE RELIEF.** The City acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to Park Place. Accordingly, the City agrees that Park Place will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. **INDEPENDENT CONTRACTORS.** The parties hereto are independent contractors. This Agreement does not constitute a partnership or joint venture and nothing herein is intended to constitute either party as the agent for the other.

10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California without reference to the conflicts of laws thereof.

11. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto. This Agreement may only be modified in writing and must be signed by both parties.

12. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

13. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties agree that a facsimile signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

**PP Tech, LLC d/b/a PARK PLACE
TECHNOLOGIES, LLC**

BY: _____

NAME: Ed Kenty

TITLE: Chief Executive Officer

DATE: May 20, 2015

CITY OF RIVERSIDE

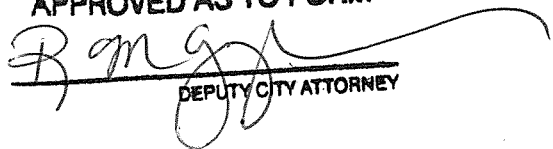
BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY