



County of Fairfax, Virginia

Date: 5/28/2021

AMENDMENT NO. 4

CONTRACT TITLE: IT HARDWARE, SOFTWARE & SERVICES

CONTRACTOR
CAS Severn, Inc.
6201 Chevy Chase Drive
Laurel, MD 20707

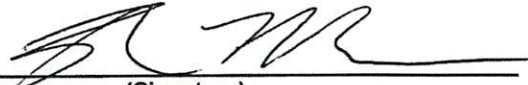
SUPPLIER CODE
1000008374

CONTRACT NO.
4400006324

By mutual agreement, Contract 4400006324 is amended to add the Statement of Work (SOW) for Third Party Software (Oracle) Support Services attached hereto as Attachment 1. With respect to the SOW and the third party provider, Contractor is the single point of contact for this Contract and is responsible for any third parties in providing the contracted products and services. Contractor's use of third parties does not relieve Contractor of its duties under this Contract or change the terms of this Contract. Nothing in this agreement with any third-party diminishes or alters the rights of the County, or the obligations of the Contractor, under Contract no. 4400006324, or any other agreement.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

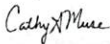
BY: 
(Signature)

Steve Muchow
(Printed)

Vp of Services
(Title)

May 24, 2021
(Date)

DocuSigned by:



Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

**Quotation**

Date **Quote #**
05/07/21 000Q10679-01

Phone: 800-252-4715, FAX: 301-776-3444, www.cassevern.com

Quoted To: County of Fairfax
12000 Government Center Pkwy
Fairfax, VA 22035

Contact: Jeff Porter
Phone: 703-324-3667
Fax:
Email: jeffrey.porter@fairfaxcounty.gov

County of Fairfax Contract #4400006324

Account Executive: Mark Belluz
mbelluz@cassevern.com

Qty	Part Number	MFG	Description	List Price	Unit Price	Ext. Price	Discount %
1	SSS-OS	Spinaker Support Services	Oracle Support from Spinnaker Support Services POP: 12 Months from date of PO processed by Vendor.	\$431,535.00	\$198,091.00	\$198,091.00	54
						SubTotal	\$198,091.00
						* Shipping	\$0.00
						Total	\$198,091.00

The pricing in this quote is based on special discounts from the manufacturer which may be withdrawn at any time until the proposed products are shipped. If the manufacturer withdraws the special discounts, the pricing in the quote will change. This quote expires thirty (30) days from the date listed above.

The terms, conditions, and pricing of this quote comply with County of Fairfax Contract #4400006324. * Shipping costs are included unless expedited shipping is requested. This order is not intended to be purchased under GSA.

Payment Terms: Net 30

**STATEMENT OF WORK
THIRD PARTY SOFTWARE SUPPORT SERVICES**

This Statement of Work (hereinafter "Statement of Work" or "SOW") is attached to, and is made a part of, that certain Fairfax County IT Hardware, Software, and Services Contract #4400006324 between CAS Severn Inc. ("CAS"), and The County of Fairfax ("Customer") effective September 23, 2014 (the "Contract").

1. Implemented Products

Customer acknowledges and agrees that the environments and products listed in this Statement of Work and in associated Support Period Forms (Exhibit A) are intended to represent Customer's supported landscape as of the date of execution. To that end, Customer understands that CAS will limit its Services under this Statement of Work to the Production System(s) in Table A-1 and the Implemented Technology listed in Table B-1, and any material change to Customer's supported landscape will result in increased fees which will be negotiated and agreed upon subject to Section 21 in the Special Provisions of the Request for Proposal in Contract No. 4400006324 before Services are provided. As used herein in this Statement of Work, the term "**material change**" shall mean and refer to any change that is important, more or less necessary, and not trivial, it being the intent of the parties that CAS will fix certain issues that come up that impact the Customer's use without the need of negotiating increased fees, as aforesaid, but that does not mean all issues.

- A. Production System(s).** The Production System(s) components have been identified by the Customer as those having the common system profile described in Table A-1 below:

Table A-1

Common System Profile	
Customer's System Physical Location:	Fairfax, VA 22035
Customer's System Hosted by 3 rd Party? If Yes, please list hosting company.	No
Customer's Support Team Location(s):	Fairfax, VA 22035
Customer's Support Team Spoken Language(s):	English
Remote System Access Method: (CAS's Method to Customer System)	Customer based VPN, Team Viewer or equivalent
Licensor Maintenance End Date:	5/30/2021

- B. Implemented Technology (also "Supported Products").** The Implemented Technology comprises the Oracle database and other technologies identified by Customer and listed in the table below, limited to the Production System specified in Table A-1, including any development, test, or QA environments related to or used in support of the Production System, as compatible and/or as certified by the Licensor.

Table B-1

Implemented Technology	Product Version	Hardware Platform (Vendor, OS, Version)	License Metric (Named User/Processor)	Quantity
Oracle Database Enterprise Edition	10g, 11g, 12c, 19c		Processor Perpetual	72

2. Services

Customer acknowledges and agrees that CAS will provide Services under this Statement of Work to Customer under Customer's license agreement with the Licensor as a service provider working on Customer's behalf, and that CAS may make customizations, modifications, and recommendations for changes to the Implemented Technology on Customer's behalf. Services provided pursuant to this Statement of Work shall include:

- A. Onboarding and Archiving (Initial Term Only).** If Customer is currently on a software maintenance contract with the Licensor, Customer acknowledges that CAS requires at least a thirty (30) day period of overlap with the Licensor's software maintenance period in order to conduct an effective on-boarding process.
- i. Transition** – CAS will lead and assist with the support activities necessary for an effective transition of maintenance and support services to CAS. Such activities may include, without limitation, the assessment and documentation of

Customer's operational use of the Implemented Technology, implementing system access methods for CAS resources, knowledge transfer of Customer's supported environment in order to facilitate an effective transition process for CAS to perform the Services described herein, and training of Customer personnel on CAS's support processes, technologies and policies for the delivery of the Services under this Statement of Work.

- ii. **Archiving** – Provided that Customer's support agreement with the Licensor for the Implemented Technology has not expired, CAS will work with Customer to determine what software, software updates and related support materials to include in an archive. CAS will, with the support of Customer, project manage and perform the archival of such software, software updates and related support materials to which Customer has requested and to which Customer has rights. It is expressly acknowledged that Customer archives are completed on a best-efforts' basis by CAS Support.

B. Product Maintenance Support. CAS will provide product diagnostic services, product fixes, and/or operational workarounds for Software Issues (as defined herein) identified for the Implemented Technology.

- i. **Software Break-Fix Support.** CAS will diagnose and create fixes and/or workarounds for Software Issues reported for the Implemented Technology defined in Table B-1. A **"Software Issue"** is defined as a code defect that meets all of the following criteria: the code defect is (i) identified by Customer in the online or batch code of the Implemented Technology in a production, test, development, or production equivalent environment or in updates and fixes provided to Customer by the Licensor up through the date that Customer terminates its support services agreement with the Licensor for the Implemented Technology; (ii) is reported by Customer to CAS during the Support Period; (iii) materially impacts Customer's ability to process data within the Implemented Technology; and (iv) causes the failure of a material feature or function of the Implemented Technology. **"Material impact,"** and derivations thereof, as used herein shall mean and refer an impact that is not trivial and is important and more or less necessary to address for the use of the Implemented Technology.
- ii. **Use of Fixes and Updates.** Fixes and updates provided by CAS pursuant to this Statement of Work may only be used in the number of environments listed in the Implemented Technology. Customer may use the provided fixes and updates in other environments as needed to test fixes and updates prior to moving the fixes and updates into permanent use on one of the allowed-for environments.
- iii. **Proprietary Code, Third Party Products, and Language Support.** Customer understands and acknowledges that neither the Customer nor CAS have access to the binary source code for these products. Therefore, CAS's support for these products will be limited to assistance with diagnostics, troubleshooting, and operational workarounds for the proprietary source code, software tool sets, middleware, or any third-party products that are integrated or bundled with or embedded in the Implemented Technology. For purposes of example only, such third-party products include, but are not limited to, operating systems, database systems, application servers, web servers, compilers, Citrix, online and batch processing tools, reporting tools, tax processing updates, and analytic tools. Additionally, this Statement of Work expressly excludes any support for any Software Issues related to language runtime objects other than English, unless otherwise specified above.
- iv. **General Inquiry Support.** For the Implemented Technology, CAS will provide support for general inquiries related to the usage and configuration of standard (out-of-the-box) software, tools and applications and used in a manner consistent with the Licensor's published technical documentation.
- v. **Integrations and Third-Party Interfaces.** Customer remains responsible for maintenance of integrations and interfaces. CAS will provide technical database troubleshooting assistance for issues found in the interfaces and integrations to the database.
- vi. **Vulnerability and Security Management.** CAS will provide mitigations, compensating controls, advice and recommendations for published security vulnerabilities impacting the Implemented Technology.

C. Ancillary Support. CAS will provide the following services to supplement the ongoing support and delivery of its maintenance support services.

- i. **Interoperability.** CAS will provide advisory support including issue analysis/troubleshooting, solution recommendations, and testing assistance with interoperability issues between the Implemented Technology and the operating platform, including other interfacing third-party applications.
- ii. **Cloud Migration.** CAS will provide advice and recommendations for the analysis and adoption of cloud strategies affecting the Implemented Technology.
- iii. **Virtualization.** CAS will provide technology advice to Customer for virtualization initiatives affecting the Implemented Technology.

- iv. **Upgrade Support.** CAS will provide advice and recommendations for Customer's planned upgrade to a newer release of the Implemented Technology, subject to Customer having all required license rights to such release. If so desired, and if the Implemented Technology Modules in the new release remain consistent with the Implemented Technology Modules defined herein, Customer may amend this Statement of Work to include the new release.
- v. **Performance Tuning.** CAS will provide performance tuning analysis, advice and recommendations for the Implemented Technology using proprietary and commercially available tools.
- vi. **Systems Administration.** CAS will provide technical and systems support that includes technical troubleshooting, analysis, resolution advice and recommendations for the Implemented Technology.
- vii. **Software Support Lifecycle Guidance.** CAS will provide advice and guidance to Customer for purposes of re-engaging with the Licensor of the Implemented Technology for software support re-instatement, re-licensing and associated pricing practices.

3. **Service Level**

- A. **Response Time Commitment.** Customer will alert CAS of a support request by submitting a ticket using CAS's Ticket Tracking System, which Customer will have access to, and CAS will monitor, 24x7x365. The Customer-assigned Severity/Priority for each ticket will dictate the appropriate Service Level response for the ticket, as detailed in the table below.

Response Time Commitment		
Severity/Priority Level	Response Time for First Live Conversation After Ticket Entry	Resolution Actions and Target Resolution Times*
P1 – Critical Priority An urgent ticket that requires immediate assistance. No work-around is available.	Within 15 Minutes, 24x7x365	P1 and P2 tickets receive CAS's highest priority. Action continues until resolution. CAS's support teams will engage higher level knowledge resources, escalating until resolved. Target Resolution Times* are: • P1 – Critical Priority: Target restoration in less than 4 hours – root cause resolution within 2 days • P2 – High Priority: Target restoration in less than 2 days – root cause resolution within 5 days
P2 – High Priority A serious ticket that requires immediate assistance. A work-around may be available.		
P3** – Medium Priority A non-urgent ticket that requires assistance during standard business work-day coverage.	Same Day or Within 1 Business Day**	Work begins on P3 and P4 tickets within one Business Day of receipt. CAS's support teams work these priorities each Business Day, until completion, and higher-level knowledge resources are called upon, as needed, to achieve resolution. Target Resolution Times* are: • P3** – Medium Priority: Less than 7 Days • P4** – Low Priority: Less than 10 Days
P4** – Low Priority A minor ticket, a question or ticket that requires minor research or low-priority assistance during standard business work-day coverage.		

* Target Resolution Times depend on the Severity/Priority Level of each Ticket. Resolution Time or Severity/Priority may be adjusted if a workaround has been established and the Customer agrees the Severity/Priority of a Ticket can be reduced. Delays in final resolution times may occur depending on the complexity of a ticket, responsiveness of Customer users or other resources, and other prevailing matters.

** For P3 and P4 requests, standard business work-day coverage will be available, five (5) days per week, Monday through Friday from 8:00 AM until 5:00 PM in the local time zone of the Customer's support team location defined in Table A-1 and where the ticket originated ("Business Day").

4. CAS Responsibilities

In addition to providing the Services described in Section 2 and adhering to the Service Levels described in Section 3, CAS will provide technical direction and management of CAS project personnel. This direction will provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity includes:

1. Review the SOW and the contractual responsibilities of both parties with customer-designated point of contact.
2. Maintain project communications and/or status of scope of work.
3. Establish documentation and procedural standards for the deliverables identified in the scope of work.

5. Customer Responsibilities

Customer shall designate one (1) primary point of contact under each Statement of Work who shall be responsible for managing the relationship between CAS and Customer thereunder, including providing reasonable assistance to CAS with technical and non-technical issues related to the applicable Services. This person is responsible for all critical and non-critical engagement tasks including, but not limited to, the following:

1. Initiate a support request by calling the CAS Customer Support Line (800) 293-0963.
2. Reserve facilities (conference rooms, labs, staging areas, etc.).
3. Provide any prerequisite documentation, configuration, information, and diagrams needed to complete the tasks described in the scope of work.
4. Provide access to grounds, facilities, and equipment as required.
5. Provide CAS with such resources, information, software access and assistance as CAS may reasonably request in connection with the performance of the Services. Customer acknowledges and agrees that CAS's ability to successfully perform the Services in a timely manner is contingent upon its receipt from Customer of such information, resources, software access and assistance.
6. Attend scheduled meetings and provide required information in a prompt manner.
7. Provide sufficient, qualified and knowledgeable personnel capable of (a) performing Customer's obligations as described in each Statement of Work and (b) making necessary and timely decisions on behalf of Customer.
8. For any CAS-provided fixes and/or updates to Implemented Technology, Customer shall be solely responsible for all final system testing to ensure that such fixes and updates perform as documented with the applicable Implemented Technology, and Customer shall not move any fixes or updates into a production environment unless and until Customer has successfully completed all such final system testing.
9. The County's obligations to pay compensation due under this SOW is subject to appropriations as further detailed in Section 3.2 of the Special Provisions of Contract No. 4400006324.

In the case that CAS requires access to computer systems for purposes of installation, changes and/or analysis, Customer shall be responsible for the following:

1. Provide guidance on customer's operational security policies.
2. Provide access or assist CAS project staff in gaining access to systems for the purpose of the work being performed.
3. Ensure that backups are completed of all data that may be affected by any work performed by CAS.

6. General Assumptions and Responsibilities

- A. Standard database tools and procedures will be used for all database design and enhancement projects.
- B. Customer will provide database requirements and related approvals of any design documents prepared by CAS for projects requiring database enhancements. Customer will provide a list of named users who will participate with CAS business analysts in acceptance testing all changes.
- C. Following the analysis of any ticket logged, those tickets determined to be an actual code defect in the software infrastructure, for which there is no workaround, are beyond the scope of Services to be provided under this Statement of Work.
- D. Change Orders or Statement of Work amendments may be requested by either party to address any identified services or needed functionality that is deemed out-of-scope and not defined in Section 2. Any changes will be as provided for in Section 21 in the Special Provisions of the Request for Proposal in Contract No. 4400006324.
- E. Customer will provide initial knowledge transfer to CAS support team related to Customer's use of the Implemented Products and Customer's support practices.
- F. Customer will provide the necessary network, system and security access for CAS to perform Services. This includes and is not limited to a test environment with access to business data that reflects reasonably current production data, with capability to review configuration setup data, and interactive and sufficient batch application data for CAS Support analysts to evaluate the impacts of such data during business-related activities and application processing.

- G. Customer will make available internal subject matter experts when needed, including for acceptance testing and signoff for any changes to the Implemented Products before migration of changes to Production.
- H. No travel is required; fees for services excludes travel, and out of pocket expenses; where and on-site presence is mutually agreed to by both parties in writing, customary travel and expense reimbursements will apply in accordance with Section 21 in the Special Provisions of the Request for Proposal in Contract No. 4400006324.
- I. Customer acknowledges and agrees that CAS is performing the Services solely for the benefit of Customer, and that CAS's ability to perform the Services may require CAS's access (either through remote access or direct physical access on Customer's premises) and use of certain Third Party Products.
- J. CAS shall have no liability for deficiencies in the Services to Customer resulting from the acts or omissions of Customer, its agents or employees.
- K. CAS shall retain all Intellectual Property Rights in and to any and all CAS Tools which have general applicability apart from the Work Product (collectively, the "CAS Property"). Subject to Customer's payment of all applicable fees, CAS grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use the CAS Property that is incorporated into a Deliverable solely for Customer's own internal business purposes in connection with the use of such Deliverable.
- L. CAS agrees to provide Support Services pursuant to a Statement of Work, including all fixes and updates thereto provided to Customer by the applicable Licensor as part of the standard delivered core product. Except as otherwise stated in the applicable Statement of Work, Supported Products do not include any customizations, modifications or any country or region-specific functionality or localizations that were not provided to Customer by the applicable Licensor as part of the standard delivered core product.
- M. Customer acknowledges and agrees that CAS will not make or store copies of any Supported Products for Customer. Customer shall be solely responsible for making and storing emergency backups of the Supported Products.

7. Change Order Procedures

- A. Additional Services. Any additional services required by Customer that are outside the scope of a Statement of Work ("Additional Services") will be in accordance with Section 21 in the Special Provisions of the Request for Proposal in Contract No. 4400006324 and the Pricing Schedule listed in Contract No. 4400006324.
- B. Change Orders; Permissible. Mutually agreed upon changes to this SOW may include the addition of other 3rd party support providers as well as modifications to the Implemented Technology specified in Table A-1. These modifications may include new or additional Licensors, product versions, hardware platforms, license metrics, quantities, and response time commitments. Change Orders shall also be the basis for new or revised Support Period Forms.
- C. Change Orders; Conflicts. In the event either party requires a material change (as defined hereinabove) to this Statement of Work, such party will provide a written change order to the other for approval, specifying the change required (each a "Change Order"). Each party agrees that a Change Order may necessitate a change in the delivery schedule and/or fees due under the applicable Statement of Work. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties and incorporated into the Contract via an amendment. Each Statement of Work and Change Order will be governed by the terms of the Contract. In the event of a conflict between the terms and conditions of the Contract and those of a Statement of Work or Change Order (if any), the following order of precedence shall apply: (i) the Contract; (ii) this Statement of Work; (iii): Change Order (if any).

8. LIMITATION OF LIABILITY

CAS'S TOTAL CUMULATIVE LIABILITY TO THE COUNTY IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS STATEMENT OF WORK WILL NOT EXCEED THE AMOUNT OF FEES PAID TO CAS UNDER THE STATEMENT OF WORK UNDER WHICH SUCH SERVICES ARE PERFORMED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY, PROVIDED, THE FOREGOING SHALL NOT BE CONSTRUED TO CREATE AN INDEMNITY OBLIGATION ON THE PART OF THE COUNTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS STATEMENT OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT CAS WOULD NOT ENTER INTO THIS STATEMENT OF WORK WITHOUT THESE LIMITATIONS ON CAS'S LIABILITY.

FURTHER, THE COUNTY HEREBY ACKNOWLEDGES AND AGREES THAT AT LEAST ONE (1) TO FOUR (4) MONTHS PRIOR TO THE LICENSOR MAINTENANCE END DATE (*i.e.*, MAY 30, 2021) IS REQUIRED FOR THE PERFORMANCE OF THE ONBOARDING AND ARCHIVING SERVICES DESCRIBED IN SECTION 2A, AND, AS OF THE DATE OF EXECUTION OF THIS STATEMENT OF WORK, CAS WILL HAVE LESS THAN THIRTY (30) DAYS TO PERFORM THE SAME. ACCORDINGLY, AND FOR THE AVOIDANCE OF ANY DOUBT, THE COUNTY HEREBY ACKNOWLEDGES,

COVENANTS, AND AGREES THAT CAS SHALL HAVE NO LIABILITY TO THE COUNTY, FOR ANY FAILURE RELATED TO THE ONBOARDING AND/OR ARCHIVING SERVICES, PROVIDED THE FOREGOING SHALL NOT BE CONSTRUED TO CREATE AN INDEMNITY OBLIGATION ON THE PART OF THE COUNTY.

9. WARRANTIES.

Performance.

CAS warrants to Customer that the Services will be performed in a professional manner consistent with industry standards. CAS shall, as a remedy for any breach of the warranty set forth in this Section, re-perform the Services which gave rise to the breach, or at CAS's option, refund the fees paid by Customer for the Services which gave rise to the breach; provided that Customer notifies CAS in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

Disclaimers.

THE EXPRESS WARRANTIES IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, AND CAS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NO SPECIFIC RESULTS FROM THE PERFORMANCE OF THE SERVICES ARE ASSURED OR GUARANTEED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

10. Term

The initial term ("initial term") for this Statement of Work shall commence upon its execution and shall continue through the end date, generally one (1) year after the start date. The initial term is subject to change should the term of the underlying Contract #4400006324 be terminated prior to the initial term. This Statement of Work may be renewed for successive renewal terms, and said renewal terms are subject to change should the term of the underlying Contract #4400006324 be terminated prior to the renewal.

The Services provided under this Statement of Work shall commence on a mutually agreed upon date, and this date shall not be before the date upon which the Customer has approved a purchase order or otherwise encumbered the funding required to pay the applicable fees. The initial term and each renewal term of this Statement of Work shall be referred to as "Support Periods". Although a Support Period may extend beyond the expiration date of the Contract, no Support Period shall begin after the Contract has expired. The beginning and end date of each Support Period shall be stated on the CAS quote for that period and on the associated purchase order issued by the Customer.

Either party may terminate this Statement of Work in accordance with Sections 31 to 33 of Appendix A, General Conditions and Instructions to Bidders, in Contract No. 4400006324.

11. Fees

- A. The fees applicable for Services under this Statement of Work shall be invoiced in advance of the start of the Support Period by CAS and determined by applying the Third Party Support Services discount to the current list price. The fee for any follow-on Support Period will be determined in the same manner.
- B. The initial discounted fee for a 12-month Support Period covering the Implemented Technology identified in Table B-1 shall be \$198,091.
- C. Initial Term: During the initial term, as describe in Section 4, the following activities will occur:
 - i. Month 1 – Onboarding and Archiving services as described in Section 2A.
 - ii. Month 2 through Month 12 – Full Support described as those services defined in Sections 2B, 2C and 2D.
- D. Unless otherwise specified, invoicing for the first Support Period will occur upon execution of this Statement of Work and after the Customer has approved a purchase order for the fees. The payment remittance shall be subject to the terms and conditions of the Contract. The Customer shall also issue purchase orders for the fees associated with all future Support Periods, and the invoicing for the fees associated with a specific Support Period may occur in advance of the start date of that Support Period.

Fairfax County Contract No. 4400006324, Amendment No. 4
Attachment 1

12. Customer Contacts

Primary Business Contact		Primary Accounts Payable Contact	
Name:	Jeffrey Porter	Name:	FCG – Accounts Payable
Address1:	Dept. of Information Technology	Address1:	PO Box 1147
Address2:	12000 Government Center Parkway	Address2:	
Country:	U.S.A.	Country:	U.S.A.
City, St, Zip:	Fairfax, VA 22035	City, St, Zip:	Fairfax, VA 22038-1147
Phone:	703-324-3667	Phone:	703-324-3120
Fax:		Fax:	
Email:	Jeffrey.Porter@fairfaxcounty.gov	Email:	FXCOinvoices@fairfaxcounty.gov

13. Additional Terms

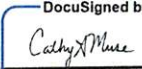
- A. Customer authorizes CAS to use Customer personnel, as reasonably requested and available, to participate in reference discussions with prospective customers of CAS.
- B. Notwithstanding anything to the contrary contained in Section 4.2 of the Special Provisions of the Request for Proposal in Contract No. 4400006324, Customer hereby represents and warrants that it has the right to provide CAS and Spinnaker (defined below) with access to, and use of, any and all portions of commercial products owned by entities other than Customer that may be used and accessed while performing the Services, including, if applicable, the right to customize and/or configure each such commercial product for the benefit of Customer. Customer agrees to notify CAS of any changes as soon as reasonably practicable made by the applicable Licensor to the Customer's license and access rights to such commercial product(s), including changes to the applicable Licensor Terms and Conditions, that may affect the ability of CAS and Spinnaker to continue performing the Services.
- C. This Statement of Work is for the sole benefit of the parties hereto and their respective successors and permitted assigns.

14. Subcontracting

- A. Customer hereby acknowledges and agrees that it has been advised that, in connection with this SOW, CAS intends to subcontract the services to be performed under this SOW to Spinnaker Support, LLC, a Colorado limited liability company ("Spinnaker"), and, notwithstanding anything to the contrary contained in Contract No. 4400006324, by its execution hereof, Customer hereby approves and consents to the subcontracting by CAS to Spinnaker. Accordingly, Customer hereby acknowledges, covenants, and agrees that Customer's responsibilities as set forth in Section 5 of this SOW shall run to and be for the benefit of both CAS and Spinnaker.

ACCEPTED AND AGREED TO:

CUSTOMER: COUNTY OF FAIRFAX

Signed: 
DocuSigned by: 0EEA0FDCE6634D3...
 Printed: Cathy A. Muse
 Title: PURCHASING AGENT
 Date: 05/28/2021

CAS SEVERN, INC

Signed: 
 Printed: Steven Muchow
 Title: VP of Services
 Date: May 24, 2021

SUPPORT PERIOD FORM NO. 1
THIRD PARTY SOFTWARE SUPPORT SERVICES: ORACLE TECHNOLOGY

This Support Period Form is attached to, and is made a part of, that certain Fairfax County IT Hardware, Software, and Services Contract #4400006324 between CAS Severn Inc.'s 3rd party support Spinnaker Support, LLC ("CAS"), and The County of Fairfax ("Customer") effective September 23, 2014 (the "Contract"). The Statement of Work included in the Contract via Amendment 4 will govern the provision of services by CAS and the Customer's acceptance of those services.

1. Implemented Products

- A. Production System(s) Components.** The Customer has identified the components described in Table A-1 below as having the common system profile.

Table A-1

Common System Profile	
Customer's System Physical Location:	Fairfax, VA 22035
Customer's System Hosted by 3rd Party? If Yes, please list hosting company.	No
Customer's Support Team Location(s):	Fairfax, VA 22035
Customer's Support Team Spoken Language(s):	English
Remote System Access Method: (CASCAS's Method to Customer System)	Customer based VPN, Team Viewer or equivalent
Licensor Maintenance End Date:	05/30/2021

- B. Implemented Technology.** The Implemented Technology comprises the Oracle database software and other technologies identified by Customer and listed in the table below, limited to the Production System specified in Table A-1, including any development, test, or QA environments related to or used in support of the Production System, as compatible and/or as certified by the Licensor.

Table B-1

Implemented Technology	Product Version	Hardware Platform (Vendor, OS, Version)	License Metric (Named User/Processor)	Quantity
Oracle Database Enterprise Edition	10g, 11g, 12c, 19c		Processor Perpetual	72

2. Services and Support Levels

All services will be provided in accordance with the Amendment No. 4 SOW and will be subject to the Support Levels specified in that SOW.

3. Term

Table C-1

Description	Period of Performance
Oracle Database Enterprise Edition	The initial term ("initial term") for this SOW shall commence upon its execution and shall continue through the end date, generally one (1) year after the start date. The initial term is subject to change should the term of the underlying Contract #4400006324 be terminated prior to the initial term. This Statement of Work may be renewed for successive renewal terms, and said renewal terms are subject to change should the term of the underlying Contract #4400006324 be terminated prior to the renewal.

4. Fees

The discounted fee for a 12-month Support Period covering the Implemented Technology identified in Table B-1 shall be **\$198,091**. Invoicing for the Support Period will occur upon execution of this Support Period Form and after the Customer has approved a purchase order for this fee. The payment remittance shall be subject to the terms and conditions of the Contract.

5. Customer Contacts

Primary Business Contact		Primary Accounts Payable Contact	
Name:	Jeffrey Porter	Name:	FCG – Accounts Payable
Address1:	Dept. of Information Technology	Address1:	PO Box 1147
Address2:	12000 Government Center Parkway	Address2:	
Country:	U.S.A.	Country:	U.S.A.
City, St, Zip:	Fairfax, VA 22035	City, St, Zip:	Fairfax, VA 22038-1147
Phone:	703-324-3667	Phone:	703-324-3120
Fax:		Fax:	
Email:	Jeffrey.Porter@fairfaxcounty.gov	Email:	FXCOinvoices@fairfaxcounty.gov