

ORDER FORM

This "Order Form" is between City of Santa Ana (the "Client") and eSentire, Inc. ("eSentire"), each a "Party" and together the "Parties" and incorporates by reference and is governed by the Master Security Services Agreement #00045246 (the "MSSA") between the Parties. Capitalized terms used and not otherwise defined in this Order Form or Service Description(s) have the meaning set forth in the MSSA. The Parties have executed this Order Form on the date of the last signature (the "Effective Date"). "Day" or "Days" means calendar days, unless otherwise specified.

Client acknowledges and agrees to all terms of this Order Form, the MSSA, and the service particulars outlined herein (together, for the purposes of this Order Form, referred to as the "Agreement").

1. TERM AND TERMINATION.

- a. The term of the Services will begin 15 Days from the Effective Date (the "Service Commencement Date") and will continue for 36 consecutive months ("Initial Term").
- b. Upon expiration of the Initial Term, the term of this Order Form will automatically terminate, unless the Client provides eSentire with at least 60 Days' written notice prior to the end of the Term of its intention to renew, in which case this Order Form will renew for a period of 12 calendar months (each a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to in this Order Form as the "Term."
- c. The date of expiration of any 12 consecutive month period beginning on the Service Commencement Date will be known as a "Contract Year."

2. **SERVICE FEES.** All Fees are in USD. Client acknowledges that pricing is based on the Services specified in this Order Form and the attached schedules. Client agrees to execute additional Order Forms to document any material increase to the scope of such Services and acknowledges that additional Fees will apply to any such increases. Additionally, if applicable, Client acknowledges and agrees that additional shipping charges will apply for eSentire Equipment shipped by eSentire to a Client location outside of Canada, United States, United Kingdom or Ireland.

3. **RENEWAL TERM PRICING.** Upon expiry of the Initial Term, and at each subsequent Renewal Term, eSentire will be entitled to increase the price of the Services. Any such annual increase will not exceed an amount equal to 5%. If a greater increase is required, eSentire will notify Client of same at least 90 Days prior to the commencement of the Renewal Term.

4. **PAYMENT TERMS.** Fees are exclusive of all Taxes. eSentire will invoice Client for Fees annually in advance. eSentire will invoice Client for total one-time Fees on or about the Effective Date. Payment for all Fees is due net 45 Days from invoice date.

5. **TRAVEL AND RELATED EXPENSES.** If, at the request and with approval of Client, eSentire personnel are assigned to provide Services at Client's premises or another location designated by Client, Client will reimburse eSentire for reasonable travel directly attributable to the provision of such Services, in addition to the applicable Fees.

6. **SERVICES.** eSentire will provide the following Services at the Fees set forth below:

- i. **MANAGED DETECTION AND RESPONSE ("MDR") SERVICES.** Client acknowledges and agrees to the MDR Service details and applicable Service Descriptions for the Services ordered pursuant to this Order Form found at: <https://www.esentire.com/legal/documents?Service=MDR> ("MDR Link"). MDR Services ordered and associated Fees are listed below:

- a. **Endpoint Services – CrowdStrike** as described in the MDR Link above, and further detailed below.

Description	Quantity	Annual Fees
Prevent, Detect & Respond - Managed Only	2,100 endpoints	\$86,829.12
NOTE: For this Service, Client must procure and maintain the applicable vendor licensing (the "License") with CrowdStrike ("Product Publisher"), during the entire Term of the Service, and coordinate proper licensing permissions with the Product Publisher to allow eSentire full administrative access and credentials into the Client's License instance. Client will retain ownership of the License and will continue to have all access to utilize its License. Client acknowledges and agrees that: (i) any changes made by Client in the Licensed environment could have a negative impact on eSentire's ability to deliver the Services and, therefore, Client will review with eSentire any changes made by Client during the term of this Service and (ii) if Client fails to comply with its obligations under (i) above, eSentire will be released from any and all obligations to provide the Services as contemplated herein.		

- b. **Network Services** as described in the MDR Link above, and further detailed below.

Description	Quantity	Annual Fees
200 Series Sensor	1 sensor	\$20,955.25
Users	50 users	

- c. **Log Services – Sumo Logic** as described in the MDR Link above, and further detailed below.

Description	Hosting Location	Quantity	Annual Fees*
Daily Ingestion Rate (Log Standard)	North America	30 GB/Day ¹	\$48,240.00
Daily Ingestion Rate (Log Essentials)	North America	5 GB/Day ¹	\$ 4,920.00
TOTAL			\$53,160.00

¹Should Client's ingestion usage as a daily average exceed 10% of the daily ingestion quota (measured on an average over one calendar month), notwithstanding any security event (the "**Overage**"), then Client will either (i) take steps to reduce its usage within 30 Days of such Overage, or (ii) move to the next ingestion level as set out in the below tables to accommodate its usage for the remainder of the Term.

***Table 1: Additional Storage Fees for Log Standard**

Daily Ingestion rate (GB/day)	Annual Fees
35	\$54,660.00
40	\$61,920.00
50	\$74,640.00
60	\$87,360.00
70	\$100,020.00

***Table 2: Additional Storage Fees for Log Essentials**

Daily Ingestion rate (GB/day)	Annual Fees
7	\$6,360.00
9	\$7,380.00
12	\$8,820.00
15	\$10,200.00
20	\$12,240.00

- ii. **MANAGED RISK SERVICES ("MRS")**. Client acknowledges and agrees to the MRS details and applicable Service Description for the Service ordered pursuant to this Order Form found at: <https://www.esentire.com/legal/documents?Service=MRS> ("**MRS Link**"). MRS ordered and associated Fees are listed below:

- a. **Managed Vulnerability Service – Cloud, Co-managed** as described in the MRS Link above, and further detailed below.

Description	Quantity	Annual Fees
MVS Hybrid Sensor	1	\$30,200.00
IP Addresses	2,300	

- b. **Technical Testing – Internal Penetration Testing** as described in the MRS Link above, and further detailed below.

Description	Frequency	Quantity	One-Time Fees
IP Addresses	One time	2,300 IPs	\$19,000.00

-Signature Page Follows-

IN WITNESS WHEREOF, each of the Parties hereto has caused this Order Form to be executed and delivered by its duly authorized representative as of the Effective Date.

eSentire, Inc.

City of Santa Ana

DocuSigned by:

Aran Matier

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Signature

Signature

Aran Matier

Full Name

Full Name

CLO

Title

Title

March 27, 2025

Date

Date

Approved by eSentire Legal

Initials
RD

March 27, 2025

Initials and Date

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Alvaro Nunez
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL

By:

Jonathan T. Martinez
Assistant City Attorney

Jack Ciulla

Executive Director
Information Technology Department