

Attachment IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

**San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	VOX Network Solutions	Phone:	650-989-1026
Contact Person:	Igor Kopman	Fax:	650-989-1126
Address:	250 East Grand Ave. Ste. 55 South San Francisco, CA 94080		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.

No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Igor Kopman
Signature

3/11/09
Date

IGOR KOPMAN
Name

Controller
Title

County Counsel Review Form

Date: ~~March 30,~~ April 10, 2009
To: Glenn Levy
From: Joy Cheechov, ext. 4739
Subject: VOX Agreement Review and Approval

Contractor: VOX Network Solutions

Maximum Amount: \$3,500,000

Rate of Payment:

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

Modifications (Please specify modifications to be made below. Use additional paper if needed.):

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

JL M. U
Signature

4/13/09
Date

in attached
email?
redlines

PRODUCER
Bolton & Company
 CA License #0008309
 745 S. Los Robles Ave, Ste 105
 asadena CA 91101
 Phone: 626-799-7000 Fax: 626-441-3233

INSURED

Vox Network Solutions, Inc.
 250 E Grand Ave, Suite #55
 South San Francisco CA 94080

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	
INSURER B: St. Paul Fire and Marine Ins.	
INSURER C: Oak River Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADULT LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CBP8164377	07/12/08	07/12/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GENL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$	
		<input type="checkbox"/> ANY AUTO			BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS			BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS			AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> NON-OWNED AUTOS			OTHER THAN EA ACC	\$	
		GARAGE LIABILITY			AUTO ONLY:	AGG \$	
		<input type="checkbox"/> ANY AUTO					
B		EXCESS/UMBRELLA LIABILITY	QK04500461	08/25/08	08/25/09	EACH OCCURRENCE	\$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2200051635081	08/01/08	08/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Operations of the insured
 County of San Mateo is to be named as additional insured per form GECG602 09/04 (attached).
 *10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

COUNTY1

County of San Mateo
 455 County Center, 3rd Floor
 Redwood City CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Michelle Bui

Commercial Certificate of Insurance



FARMERS

Agency . FARMERS INSURANCE EXCHANGE
 Name . 650 EL CAMINO REAL
 & . SUITE R
 Address . REDWOOD CITY, CA 94063

Issue Date (MM/DD/YY) 12/01/08

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 96 Dist. 59 Agent 36

Insured . VOX NETWORK SOLUTIONS, INC.
 Name . 250 E. GRAND AVENUE # 55
 & . SO. SAN FRAN. CA 94080
 Address .

Companies Providing Coverage:

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate \$ Personal & Advertising Injury Each Occurrence \$ Fire Damage (Any one fire) \$ Medical Expense (Any one person) \$
B	<input checked="" type="checkbox"/> Automobile Liability	60302 01 92	12/01/08	12/05/09	Combined Single Limit \$ 1,000,000.
B	<input checked="" type="checkbox"/> All Owned Commercial Autos	60302 01 92	12/01/08	12/05/09	Bodily Injury (Per person) \$ 1,000,000.
B	<input checked="" type="checkbox"/> Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	60302 01 92	12/01/08	12/05/09	Bodily Injury (Per accident) \$ 1,000,000. Property Damage \$ 1,000,000. Garage Aggregate \$
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special Items:

BUSINESS AUTO COVERAGE FOR COMMUNICATIONS ELECTRONICS INSTALLATION & SERVICES

Certificate Holder

Name . COUNTY OF SAN MATEO
 . 455 COUNTY CENTER, 3RD FLOOR
 & . REDWOOD CITY, CA 94063
 Address .

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

[Signature]
 Authorized Representative

CONTRACT INSURANCE APPROVAL

DATE: March 30, 2009

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Joy Cheechov

PHONE: 650-363-4739 FAX: 650-363-7800 PONY: ISD120

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: VOX NETWORK SOLUTIONS

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? YES

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: PBX "SWITCH ONLY" MAINTENANCE (FOR TELEPHONE SERVICES)

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ 1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
 Faiza Steele
 Risk Management Analyst

3/30/09
 Date